

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573.302.2000
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

September 5, 2024 - 5:30 PM
CITY HALL

**** Note:** All cell phones should be turned off or on a silent tone only. If you desire to address the Board, please sign the attendance sheet located at the podium. Agendas are available on the back table in the Council Chambers. Complete meeting packets are available on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

PG 4 A. Proclamation authorizing the Mayor to proclaim Constitution Week September 17-23, 2024.

CITIZEN'S COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Any questions or comments for the Mayor and Board may also be sent to the City Clerk at

tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

PG 4 ► Minutes of Board of Aldermen meeting September 15, 2024

PG 8 ► Bills List - September 5, 2024

UNFINISHED BUSINESS

PG 35 A. Bill 24-55 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *Second Reading*

NEW BUSINESS

PG 40 A. Public Hearing -- Rezoning Case 424 by Topsider Condominiums, LLC.

PG 41 B. Bill 24-57 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 424. *First Reading*

PG 65 C. Bill 24-58 - An ordinance of the City of Osage Beach, Missouri, authorizing an extension to the design services agreement with Engineering Surveys & Services for the Hwy 42 Sidewalk project. *First and Second Reading*

PG 69 D. Bill 24-60 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Elks Lodge #2517 for ongoing maintenance and assistance related to the proposed Veteran's Memorial Project. *First Reading*

PG 81 E. Bill 24-61 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Don Schnieders Excavating Company Inc. for the Veteran's Memorial Project for an amount not to exceed \$157,750.00. *First Reading*

PG 90 F. Motion to approve the purchase of mini skid steer attachments and trailer from Ditch Witch for a price not to exceed \$29,696.76.

PG 94 G. Motion to approve the renewal of our O365 licenses through Forward Slash Technologies for an amount not to exceed \$29,231.78.

STAFF COMMUNICATIONS

PG 98 A. Department Staff List - 9/5/2024

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION

- A. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.
- B. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (2) Leasing, Purchase, or Sale of Real Estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

Remote viewing is available on Facebook at *City of Osage Beach, Missouri* and on YouTube at *City of Osage Beach*.

Representatives of the news media may obtain copies of this notice by contacting the following:

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573.302.2000 x 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's Office forty-eight (48) hours in advance of the meeting at the above telephone number.



PROCLAMATION

CONSTITUTION WEEK

September 17-23, 2024

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies, and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I Michael Harmison, by as Mayor of the City of Osage Beach do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

And urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS THEREFORE, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 5th day of September 2024.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
August 15, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, August 15, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Celeste Barela and Alderman Bob O'Steen. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator Mike Welty, City Attorney Cole Bradbury, Police Chief Todd Davis, Public Works Operations Manager Zak Wilbur, Building Official Ron White, Airport Manager Ty Dinsdale, City Treasurer Karri Bell, City Planner Cary Patterson, Parks and Rec Manager Eric Gregory and HR Generalist Maddie Mousseau, City Engineer Drew Bowens and Dave Van Leer Cochran.

CITIZEN'S COMMUNICATIONS

Stacy Pyrtle/Magic Dragon Trails – Spoke in support of Federal Highway Administrator Office of Safety for Safer Streets For all Grant.

Blake Hooke – Support of Federal Highway Administrator Office of Safety for Safer Streets For All Grant.

APPROVAL OF CONSENT AGENDA

Alderman Hoffman made a motion to approve the consent agenda. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote.

UNFINISHED BUSINESS

Bill 24-50 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.170; Location Containers. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 24-50. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-50 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman Rucker, Alderman Barela, Alderman O'Steen and Alderman Ross". Bill 24-50 was passed and approved as Ordinance 24-50.

Bill 24-52 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Federal Highway Administration Office of Safety for the Safer Streets For All Grant. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 24-52. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-52 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Hoffman, Alderman Rucker, Alderman Barela. "Nays" Alderman O'Steen and Alderman Ross. Bill 24-52 was passed and approved as Ordinance 24-52.

Bill 24-54 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to a contract with Construction Concepts corporation for the Well House Repairs project for an amount not to exceed \$176,744.00. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 24-54. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-54 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman Rucker, Alderman Barela and Alderman O'Steen and Alderman Ross". Bill 24-54 was passed and approved as Ordinance 24-54.

NEW BUSINESS

Presentation - Public Works organizational assessment, key findings and recommendations by Raftelis.

Scott Parker and Jim Flick from Raftelis gave a lengthy presentation on key findings and recommendations on organizational and helpful assessments for the Public Works Department.

Resolution 2024-05 - A resolution of the City of Osage Beach, Missouri, approving an additional Transportation Project with respect to the Prewitt Point Transportation Development District; and authorizing certain actions in connection therewith.

Alderman Hoffman made a motion to approve Resolution 2024-05. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote.

Bill 24-55 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-55. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote.

Motion to approve construction of a Dog Park in Osage Beach City Park and funding to purchase Dog Park Amenities not to exceed \$12,606.

Alderman Hoffman made a motion to approve construction of a Dog Park in Osage Beach City Park and funding to purchase Dog Park Amenities not to exceed \$12,606. This motion was seconded by Alderman O'Steen. Motion passes unanimously with voice vote.

Alderman Ross excused himself from the dais.

STAFF COMMUNICATIONS

City Clerk Berreth – Team Building Exercise with all clerks involved had a great time. Salina Franklin Building Department and Annie Wallander Court Clerk winners of the Spaghetti Marshmallow Tower Exercise.

Building Official White - Highlighted Salina Franklin on the exemplary work on all the work that she has done on her archiving 298 permits. Compliance Officer Jones has issued an 82 count/violation case. The largest compliance case ever that has been issued by the Building Department.

A. Staff Department Update List 8/15/2024

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Asked Staff to re-evaluate how we handle the expense reimbursements with different project. (TIF, CID, TDD etc).

All the Aldermen wished Mike Welty a fare well and good luck.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on August 15, 2024, and approved September 5, 2024.

** All meetings may be viewed on Facebook and YouTube for further details and clarification.

**CITY OF OSAGE BEACH
BILLS LIST
September 5, 2024**

Bills Paid Prior to Board Meeting	\$	569,852.25
Payroll Paid Prior to Board Meeting	\$	374,637.50
SRF Transfer Prior to Board Meeting	\$	37,997.89
TIF Transfers	\$	113,480.58
Bills Pending Board Approval	\$	377,295.86
Total Expenses	\$	<u>1,473,264.08</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	1,480.00
			ADJUST PAYROLL DEDUCTIONS	36.00
			ADJUST PAYROLL DEDUCTIONS	30.00
			Dental Insurance Premium	36.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premiums	726.00
			Dental Insurance Premiums	726.00
			Dental Insurance Premium	135.00
			Dental Insurance Premium	135.00
			Health Insurance Contribut	310.20
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	950.40
			Health Insurance Contribut	950.40
			Vision Insurance Contribut	93.50
			Vision Insurance Contribut	93.50
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	64.00
			Vision Insurance Contribut	64.00
		MO DEPT OF REVENUE	BOOKS, MISC SALES TAX	0.74
			State Withholding	4,770.00
			State Withholding	5,082.00
		INTERNAL REVENUE SERVICE	Fed WH	12,316.36
			Fed WH	13,283.11
			FICA	9,876.74
			FICA	10,238.57
			Medicare	2,309.88
			Medicare	2,394.53
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.07-
			Pre-Paid Legal Premiums	97.18
			Pre-Paid Legal Premiums	97.18
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	111.88
			Loan Repayment	353.97
			Loan Repayment	353.97
			Loan Repayment	69.40
			Loan Repayment	69.40
			Loan Repayment	98.17
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	112.29
			Loan Repayment	109.86
			Loan Repayment	109.86
			Loan Repayment	52.29
			Retirment 457 &	5,080.55
			Retirment 457 &	5,123.71
			Retirement 457	2,384.60
			Retirement 457	2,384.60
			Loan Repayments	157.02
			Loan Repayments	157.02
			Loan Repayments	68.08
			Loan Repayments	68.08
			Loan Repayments	85.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	85.61
			Loan Repayments	205.92
			Loan Repayments	205.92
			Loan Repayments	277.69
			Loan Repayments	277.69
			Loan Repayments	380.72
			Loan Repayments	380.72
			Loan Repayments	38.24
			Loan Repayments	38.24
			Loan Repayments	38.24
			Retirement Roth IRA	327.00
			Retirement Roth IRA	327.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	640.69
			American Fidelity	1,532.18
			American Fidelity	1,445.92
			American Fidelity	774.77
			American Fidelity	774.77
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	0.66
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	83.43
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
		LACLEDE COUNTY CIRCUIT CLERK	OTHER AGENCY CASH BOND	300.00
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	167.99
			ADJUST PAYROLL DEDUCTIONS	103.39
			Group Life Ins and Buy Up	18.96
			Group Life Ins and Buy Up	18.96
		OPTUM BANK INC	HSA Contribution	450.83
			HSA Family/Dep. Contributi	2,624.96
		ONE TIME VENDOR DOUGLAS COUNTY CIRCUIT	OTHER AGENCY CASH BOND	200.00
			DEMO BOND RFND PERMIT 24-1	<u>2,000.00</u>
			TOTAL:	100,307.78
Mayor & Board	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	36.00
			Dental Insurance Premiums	88.00
			Health Insurance Contribut	2,905.80
		INTERNAL REVENUE SERVICE	FICA	460.98
			Medicare	107.82
		MISSIONSQUARE RETIREMENT	Retirement 401%	195.07
			Retirement 401	390.14
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.61
		EBLING, SUSAN	PLANNING COMMISSION MEETIN	25.00
		THE PITNEY BOWES BANK INC	MAYOR/BOARD POSTAGE	10.00
		CARLSON, CHAD	PLANNING COMMISSION MEETIN	25.00
		MORGAN, BILL	PLANNING COMMISSION MEETIN	25.00
		SCHUSTER, ANGIE	PLANNING COMMISSION MEETIN	25.00
		MACKAY, BILL	PLANNING COMMISSION MEETIN	25.00
		HAMNER, GARY	JOINT SEWER BOARD MTG 5/21	25.00
			JOINT SEWER BOARD MTG 6/18	25.00
			JOINT SEWER BOARD MTG 7/16	25.00
			JOINT SEWER BOARD MTG 8/20	25.00
		KAUTZ, CHAD	PLANNING COMMISSION MEETIN	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	HYVEE- STAFF MEETING LUNCH	305.49
			PLANT-S.OWENS GRNDFTHR FUN	70.80
		STUART, TONY	PLANNING COMMISSION MEETIN	<u>25.00</u>
			TOTAL:	4,892.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	<u>1.46</u>
			TOTAL:	7.71
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	1,014.53
			FICA	1,042.94
			Medicare	237.27
		MISSIONSQUARE RETIREMENT	Medicare	243.93
			Retirement 401%	418.97
			Retirement 401%	421.12
			Retirement 401	1,005.00
			Retirement 401	1,009.29
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	142.83
		THE PITNEY BOWES BANK INC	CITY ADMIN POSTAGE	50.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	40.39
			Group Life Ins and Buy Up	46.97
			Short Term Disability Ins	22.20
			Short Term Disability Ins	29.60
		ELAN CORPORATE PAYMENT SYSTEMS	YELLOW TONER	313.18
		OPTUM BANK INC	RECEIVER KITS-COMMUNICATIO	328.00
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	11,508.64
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	935.39
			Health Insurance Contribut	935.39
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	209.30
			FICA	217.58
			Medicare	48.95
			Medicare	50.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	105.54
			Retirement 401%	105.28
			Retirement 401	211.09
			Retirement 401	210.56
		THE PITNEY BOWES BANK INC	CITY CLERK POSTAGE	400.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		ELAN CORPORATE PAYMENT SYSTEMS	MOCCFOA REGIONAL MTG-BERRE	135.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	3,803.74
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	1,247.22
			Health Insurance Contribut	1,247.22
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	662.82
			FICA	681.51
			Medicare	155.01
			Medicare	159.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	330.02
			Retirement 401%	329.76
			Retirement 401	660.06
			Retirement 401	659.52
		THE PITNEY BOWES BANK INC	FINANCE POSTAGE	25.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.75
			Group Dependent Life Ins	3.75
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	31.70
			Group Life Ins and Buy Up	31.70
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		ELAN CORPORATE PAYMENT SYSTEMS	2024 MML CONF- A. WHITE	405.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	8,542.04
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	104.55
			FICA	109.51
			Medicare	24.45
			Medicare	25.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	52.49
			Retirement 401%	52.99
			Retirement 401	104.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	105.98
		THE PITNEY BOWES BANK INC	MUNICIPAL POSTAGE	50.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	6.05
			Group Life Ins and Buy Up	6.05
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,989.81
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
		INTERNAL REVENUE SERVICE	FICA	379.60
			FICA	385.77
			Medicare	88.78
			Medicare	90.22
		MISSIONSQUARE RETIREMENT	Retirement 401%	186.66
			Retirement 401%	186.66
			Retirement 401	373.32
			Retirement 401	373.32
		THE PITNEY BOWES BANK INC	CITY ATTNY POSTAGE	20.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		ONE TIME VENDOR CAMDEN COUNTY SHERIFF	SERVICE ON DUENKE	<u>36.00</u>
			TOTAL:	3,746.49
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	603.03
			FICA	630.85
			Medicare	141.04
			Medicare	147.54
		MISSIONSQUARE RETIREMENT	Retirement 401%	259.77
			Retirement 401%	259.77
			Retirement 401	610.51
			Retirement 401	610.51
		MABCA	2024 MABCA MEMB- L. DUNHAM	25.00
			2024 MABCA SEMINAR- R. WHI	250.00
			2024 MABCA SEMINAR-L. DUNH	250.00
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	313.79
		WEX INC	BLDG DEPT FUEL	305.86
		THE PITNEY BOWES BANK INC	BUILDING POSTAGE	150.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.08
			Group Life Ins and Buy Up	29.08
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		ELAN CORPORATE PAYMENT SYSTEMS	PDF EXPERT- J. JOHNS	49.99
			ICLOUD STORAGE	2.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	10,869.99
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 7/15-8/13/24	59.81
			CITY HALL SVC 7/15-8/13/24	6,005.83
		INTERNAL REVENUE SERVICE	FICA	67.21
			FICA	60.29
			Medicare	15.72
			Medicare	14.10
		LOWE'S	PAINT THINNER	15.18
			ROUNDUP WEED KILLER	14.71
		COCHRAN ENGINEERING	BUILDING IMPROV ENG 07/202	1,097.50
		ELAN CORPORATE PAYMENT SYSTEMS	BCN ELEVATRO COMM TO DSPTC	638.04
		WOODLEY BUILDING MAINTENANCE	CITY HALL JANITORIAL SERVI	<u>3,360.85</u>
			TOTAL:	11,349.24
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	746.39
			FICA	570.62
			Medicare	174.55
			Medicare	133.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	258.16
			Retirement 401%	212.90
			Retirement 401	576.91
			Retirement 401	484.27
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 8/1-8/31/24	102.50
		LOWE'S	PLUNGERS,PPR TOWELS,BATTER	107.67
			TRSH BAGS,SOAP,PAINT BRUSH	58.99
			FIXED SNAP RING SET	33.23
			DRILL BITS	15.18
			TRASH BAGS	113.88
			MOTION SENSOR LIGHT SWITCH	20.41
			ROPE LOOPS,ROPE,DRILL BITS	48.57
			LIGHT SENSORS,HEX BOLTS,WS	77.05
			STUDS	12.76
			RETURN LIGHT SENSORS	28.48-
			TOOL HANGER & PIPE INSULAT	33.91
			HEAVY DUTY TOTES	56.88
			PVC PIPE FITTINGS	1.57
			WATER, SOAP, PPR & CLNG TO	45.58
			NUTS, WASHERS, HEX BOLTS	9.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			QUIKRETE- DISC GOLF	140.16
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	136.46
		WEX INC	PARK DEPT FUEL	929.76
		AMEREN MISSOURI	LWR DIAMOND LTS 7/8-8/6/24	12.93
			HWY 42 BALLPARK LTS 7/8-8/	16.31
		THE PITNEY BOWES BANK INC	PARK POSTAGE	50.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	27.62
			Group Life Ins and Buy Up	27.62
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		COCHRAN ENGINEERING	IRRIGATION IMPROV ENG 07/2	180.00
			PARK IMPROV ENG 07/2024	3,835.00
		ELAN CORPORATE PAYMENT SYSTEMS	FISHING DERBY MATERIALS	543.30
			FISHING DERBY MATERIALS	77.04
			PARK DIGITAL SIGN REPAIR	1,638.60
		OPTUM BANK INC	HSA Contribution	187.50
			TOTAL:	14,093.81
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	11.00
			Dental Insurance Premiums	11.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	311.79
			Health Insurance Contribut	311.79
			Vision Insurance Contribut	3.00
			Vision Insurance Contribut	3.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	196.65
			FICA	200.54
			Medicare	45.99
			Medicare	46.90
		MISSIONSQUARE RETIREMENT	Retirement 401%	97.03
			Retirement 401%	97.03
			Retirement 401	194.07
			Retirement 401	194.07
		THE PITNEY BOWES BANK INC	HUMAN RESOURCES POSTAGE	25.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	7.89
			Group Life Ins and Buy Up	7.89
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		ELAN CORPORATE PAYMENT SYSTEMS	CASEY'S PIZZA- PW	58.41
			PLAQUE ALUMINUM SIGNS	48.38
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	37.50
		ONE TIME VENDOR TRAINING SYSTEMS INC	HR @ THE LAKE LUNCH 8/14/2	44.00
			TOTAL:	2,608.63
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC 8/5/24	1,703.14
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	77.00
		THE PITNEY BOWES BANK INC	OVERHEAD POSTAGE	75.00
		AIRESPRING INC	PHONE CONNECTION 8/2024	676.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	2,531.23
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	374.00
			Dental Insurance Premiums	374.00
			Dental Insurance Premium	54.00
			Dental Insurance Premium	54.00
			Health Insurance Contribut	2,296.00
			Health Insurance Contribut	2,296.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	32.00
		INTERNAL REVENUE SERVICE	FICA	4,133.98
			FICA	4,210.79
			Medicare	966.82
			Medicare	984.79
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,890.94
			Retirement 401%	1,850.44
			Retirement 401	4,183.54
			Retirement 401	4,074.95
		DAVIS, MICHAEL T	MEAL REIMB FBI CONF-T. DAV	25.00
		SCHWENN, DAVID MATTHEW	MEALS CRITICAL THNKNK-SCHW	50.00
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	1,113.48
			POLICE DEPT CELL PHONES	758.39
		WEX INC	POLICE DEPT FUEL	7,820.70
			POLICE DEPT CAR WASHES	148.00
		THE PITNEY BOWES BANK INC	POLICE POSTAGE	650.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	19.26
			Group Dependent Life Ins	19.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	200.97
			Group Life Ins and Buy Up	200.97
			Short Term Disability Ins	192.40
			Short Term Disability Ins	192.40
		ELAN CORPORATE PAYMENT SYSTEMS	FBI ACADEMY LDGNG- T. DAVI	303.27
			2024 MGIA CONF- P. LEYVA	235.00
			FBI ACADEMY LDGNG- T. DAVI	1,057.28
			KWIK KAR WASH	32.00
		OPTUM BANK INC	IDI PERSON SEARCH	81.00
			HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,050.00
		TOTAL:	61,254.35	
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		AT & T/CITY HALL	911 PHONE SVC 7/23/24	984.55
			911 LINE 8/5/24	235.00
		INTERNAL REVENUE SERVICE	FICA	958.97
			FICA	841.26
			Medicare	224.26
			Medicare	196.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	302.33
			Retirement 401%	202.00
			Retirement 401	842.32
			Retirement 401	677.37
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM CABLE	40.42
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.61
		THE PITNEY BOWES BANK INC	911 CENTER POSTAGE	20.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	29.86
			Group Life Ins and Buy Up	29.86
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
		ELAN CORPORATE PAYMENT SYSTEMS	BSD NAPS	25.75
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	9,889.33
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	214.82
			FICA	222.06
			Medicare	50.24
			Medicare	51.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.45
			Retirement 401%	107.45
			Retirement 401	214.90
			Retirement 401	214.90
		THE PITNEY BOWES BANK INC	PLANNING POSTAGE	650.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.36
			Group Life Ins and Buy Up	12.36
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		ELAN CORPORATE PAYMENT SYSTEMS	PRNT/PUBLISH RCRDS-CASE 21	26.33
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	3,275.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	253.41
			FICA	259.92
			Medicare	59.27
			Medicare	60.79
		MISSIONSQUARE RETIREMENT	Retirement 401%	41.92
			Retirement 401%	41.92
			Retirement 401	251.54
			Retirement 401	251.54
		AT&T MOBILITY-CELLS	ENGINEER DEPT CELL PHONE	44.61
		WEX INC	ENG DEPT FUEL	47.08
		THE PITNEY BOWES BANK INC	ENGINEERING POSTAGE	150.00
		COCHRAN ENGINEERING	GENERAL ENG 07/2024	29,687.50
		ELAN CORPORATE PAYMENT SYSTEMS	4 STATES AIRPORT CONF-BOWM	325.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	31,549.50
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	331.48
			FICA	337.70
			Medicare	77.53
			Medicare	78.98
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.48
			Retirement 401%	107.48
			Retirement 401	327.34
			Retirement 401	326.81
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	139.46
		THE PITNEY BOWES BANK INC	IT POSTAGE	25.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	18.41
			Group Life Ins and Buy Up	18.41
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIAESPRING INC	INTERNET CONNECTIONS 8/202	<u>3,986.55</u>
			TOTAL:	7,291.57
Economic Development	General Fund	LOWE'S	WATER- FISHING DERBY	<u>11.36</u>
			TOTAL:	11.36
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.48
			Dental Insurance Premiums	117.48
			Dental Insurance Premium	2.91
			Dental Insurance Premium	2.92
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	198.40
			Health Insurance Contribut	198.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	9.36
			Vision Insurance Contribut	9.36
		MO DEPT OF REVENUE	State Withholding	362.62
			State Withholding	443.00
		INTERNAL REVENUE SERVICE	Fed WH	751.69
			Fed WH	872.54
			FICA	865.12
			FICA	982.40
			Medicare	202.33
			Medicare	229.76
		MISSIONSQUARE RETIREMENT	Retirment 457 &	503.35
			Retirment 457 &	545.27
			Retirement 457	34.00
			Retirement 457	34.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	65.76
			American Fidelity	65.75
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	17.24
			Texas Life After Tax	17.24
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	10.85
			Group Life Ins and Buy Up	10.85
		OPTUM BANK INC	HSA Contribution	12.16
			HSA Family/Dep. Contributi	67.07
			TOTAL:	7,109.01
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.48
			Dental Insurance Premiums	117.48
			Dental Insurance Premium	2.92
			Dental Insurance Premium	2.91
			Health Insurance Contribut	93.01
			Health Insurance Contribut	92.93
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	2,082.82
			Health Insurance Contribut	2,082.82
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	9.36
			Vision Insurance Contribut	9.36
		INTERNAL REVENUE SERVICE	FICA	865.11
			FICA	982.40
			Medicare	202.33
			Medicare	229.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	277.38
			Retirement 401%	310.64
			Retirement 401	744.52
			Retirement 401	811.01
		LOWE'S	DRILL BITS,KNEE PADS-PKWKY	35.11
			DRYWALL MUD	6.96
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	706.85
		WEX INC	TRANS DEPT FUEL	4,815.41
		AMEREN MISSOURI	5757 CHAPEL SVC 7/16-8/14/	354.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMEREN MISSOURI	792 PASSOVER LTS 7/15-8/13	16.34
			1095 MACE RD LTS 7/15-8/13	26.67
			1129 INDUSTRIAL 7/15-8/13/	25.72
			1075 NICHOLS LTS 7/16-8/14	49.97
			872 PASSOVER LTS 7/15-8/13	20.22
			KK DR PALISADES LTG 7/2-8/	97.88
			MACE RD RNDABT 7/15-8/13/2	14.98
			680 PASSOVER LTS 7/15-8/13	15.82
			MAINT SALT BLDG 7/9-8/7/24	12.16
			ST LTG SVC 7/1-8/1/24	4,294.86
			CUST OWNED LTG 7/1-8/1/24	343.19
		THE PITNEY BOWES BANK INC	TRANSPORTATION POSTAGE	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.64
			Group Dependent Life Ins	4.64
			Group Life Ins and Buy Up	12.26
			Group Life Ins and Buy Up	12.26
			Group Life Ins and Buy Up	32.82
			Group Life Ins and Buy Up	32.81
			Short Term Disability Ins	51.76
			Short Term Disability Ins	51.77
		COCHRAN ENGINEERING	STREETS MISC ENG 07/2024	11,352.50
			OB PARKWAY ENG 07/2024	1,427.50
		ELAN CORPORATE PAYMENT SYSTEMS	MACTO CONF REGISTRATION	432.60
			SELF INS CLAIM-CRCKED WIND	357.50
		OPTUM BANK INC	HSA Contribution	12.15
			HSA Family/Dep. Contributi	400.50
		WOODLEY BUILDING MAINTENANCE	PW- TRANS JANITORIAL SERVI	596.07
		WALLIS, MATTHEW	REIMB WORK BOOTS-M. WALLIS	195.09
		STEIN, DAVID	WORK PANTS- D. STEIN	162.23
			TOTAL:	38,018.28
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Dental Insurance Premium	12.17
			Dental Insurance Premium	12.17
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	79.00
			Health Insurance Contribut	79.00
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.70
			Vision Insurance Contribut	2.70
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		MO DEPT OF NATURAL RESOURCES	EAST PWS PRMCY FEES 9/23-8	10,783.80
			WEST PWS PRCY FEES 9/23-8/	9,149.16
		MO DEPT OF REVENUE	WATER SALES TAX	4,901.17
			State Withholding	462.10
			State Withholding	483.43
		INTERNAL REVENUE SERVICE	Fed WH	1,291.58
			Fed WH	1,185.36
			FICA	872.48
			FICA	946.80
			Medicare	204.05
			Medicare	221.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirment 457 &	713.13
			Retirment 457 &	696.43
			Retirement 457	33.00
			Retirement 457	33.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	206.23
			American Fidelity	206.24
			American Fidelity	59.38
			American Fidelity	59.38
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	7.25
			Group Life Ins and Buy Up	7.25
			Group Life Ins and Buy Up	16.27
			Group Life Ins and Buy Up	16.27
		OPTUM BANK INC	HSA Contribution	121.84
			HSA Family/Dep. Contributi	80.63
		ONE TIME VENDOR	01-8860-09	250.00
			01-9060-01	250.00
			03-1650-02	63.20
			05-1800-01	1,073.11
			06-5150-00	95.70
			07-3080-00	15.02
			TOTAL:	35,337.52
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Dental Insurance Premium	12.17
			Dental Insurance Premium	12.17
			Health Insurance Contribut	674.99
			Health Insurance Contribut	675.13
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	829.38
			Health Insurance Contribut	829.39
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.71
			Vision Insurance Contribut	2.71
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		INTERNAL REVENUE SERVICE	FICA	872.49
			FICA	946.81
			Medicare	204.04
			Medicare	221.44
		POSTMASTER	JULY UTILITY BILL POSTAGE	625.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	435.68
			Retirement 401%	412.08
			Retirement 401	871.36
			Retirement 401	916.27
		LOWE'S	DRYWALL MUD	6.96
			BACKPACK SPRAYER	85.48
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	397.48
		WEX INC	WATER DEPT FUEL	1,092.49
		AMEREN MISSOURI	5757 CHAPEL SVC 7/16-8/14/	354.69
		AMEREN MISSOURI	6186 FIRE ST WELL 6/30-7/3	7,157.62
			LK RD 54-29 WELL 7/15-8/13	1,266.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BLUFF RD TOWER 7/9-8/7/24	4,613.22
			COLLEGE WELL 7/8-8/6/24	2,273.55
			LK RD 54-59 WELL 6/27-7/29	52.97
			SWISS VLG WELL 6/27-7/29/2	2,812.31
			COLUMBIA CLG WELL 7/15-8/1	2,650.97
			COLUMBIA TWR POLE 7/15-8/1	32.10
		DEVORE, CALEB	MILEAGE REIMB 7/14/24	29.48
			MILEAGE REIMB 8/4/24	29.48
		THE PITNEY BOWES BANK INC	WATER POSTAGE	200.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.56
			Group Dependent Life Ins	3.56
			Group Life Ins and Buy Up	7.04
			Group Life Ins and Buy Up	7.04
			Group Life Ins and Buy Up	33.85
			Group Life Ins and Buy Up	33.85
			Short Term Disability Ins	44.56
			Short Term Disability Ins	44.57
		STOUFER, TOMMIE L	MILEAGE REIMB 8/3-8/9/24	50.25
		COCHRAN ENGINEERING	PROFESSIONAL SVC ENG 07/20	7,020.00
			CONNECTING WATER ENG 07/20	4,152.50
			TWR & WELL IMPROV ENG 07/2	1,785.00
		LUTTRELL, JOHN	MILEAGE REIMB 7/27-8/2/24	72.36
		OPTUM BANK INC	HSA Contribution	88.19
			HSA Family/Dep. Contributi	249.75
		WOODLEY BUILDING MAINTENANCE	PW- WATER JANITORIAL SERVI	596.07
		PRIME RINSE, LLC	TOWER CLEANING	21,750.00
			TOTAL:	70,681.58
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	38.92
			Dental Insurance Premium	38.91
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	138.40
			Health Insurance Contribut	138.40
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	8.65
			Vision Insurance Contribut	8.65
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	783.28
			State Withholding	806.57
		INTERNAL REVENUE SERVICE	Fed WH	1,950.27
			Fed WH	2,259.18
			FICA	1,721.21
			FICA	1,664.02
			Medicare	402.55
			Medicare	389.15
		MISSIONSQUARE RETIREMENT	Retirment 457 &	695.00
			Retirment 457 &	636.62
			Retirement 457	33.00
			Retirement 457	33.00
			Retirement Roth IRA	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement Roth IRA	75.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	45.40
			American Fidelity	45.40
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	24.97
			Group Life Ins and Buy Up	24.97
		OPTUM BANK INC	HSA Contribution	162.15
			HSA Family/Dep. Contributi	<u>396.88</u>
			TOTAL:	13,694.03
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	38.91
			Dental Insurance Premium	38.92
			Health Insurance Contribut	954.00
			Health Insurance Contribut	953.94
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	1,453.00
			Health Insurance Contribut	1,452.99
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	8.64
			Vision Insurance Contribut	8.64
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		INTERNAL REVENUE SERVICE	FICA	1,721.21
			FICA	1,664.01
			Medicare	402.56
			Medicare	389.14
		POSTMASTER	JULY UTILITY BILL POSTAGE	625.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	502.74
			Retirement 401%	438.59
			Retirement 401	1,700.46
			Retirement 401	1,610.31
		LOWE'S	ELECTRICAL BOX COVER-STN R	1.41
			CABLE TIES,LIGHT BULBS,FUS	81.56
			SOCKET ADAPTERS & SOCKET S	32.26
			CONCRETE ANCHORS	16.60
			CAULK GUN	8.53
			CAULK	24.68
			DRYWALL MUD	6.96
			PARTS-ELECTRICAL MTR RPLCM	72.82
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	832.39
		WEX INC	SEWER DEPT FUEL	2,963.46
		AMEREN MISSOURI	5757 CHAPEL SVC 7/16-8/14/	354.70
			GRINDER PUMPS & LIFT STATI	6,205.74
			GRINDER PUMPS & LIFT STATI	11,043.29
			GRINDER PUMPS & LIFT STATI	10,590.53
		THE PITNEY BOWES BANK INC	SEWER POSTAGE	250.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.71
			Group Dependent Life Ins	5.71
			Group Life Ins and Buy Up	1.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	1.74
			Group Life Ins and Buy Up	54.73
			Group Life Ins and Buy Up	54.74
			Short Term Disability Ins	59.08
			Short Term Disability Ins	59.06
		COCHRAN ENGINEERING	LIFT STN IMPROV ENG 07/202	10,270.00
		CAMPBELL, FRANK	MILEAGE REIMB 7/21-8/1/24	98.49
		ELAN CORPORATE PAYMENT SYSTEMS	POSTAGE- MEC RETURN	14.50
		OPTUM BANK INC	HSA Contribution	199.66
			HSA Family/Dep. Contributi	399.75
		WOODLEY BUILDING MAINTENANCE	PW- SEWER JANITORIAL SERVI	<u>596.08</u>
			TOTAL:	62,905.84
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		MO DEPT OF REVENUE	State Withholding	461.00
			State Withholding	414.00
		INTERNAL REVENUE SERVICE	Fed WH	1,345.97
			Fed WH	1,168.65
			FICA	1,233.52
			FICA	1,050.69
			Medicare	288.49
			Medicare	245.72
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	43.54
			Loan Repayment	88.93
			Loan Repayment	88.93
			Loan Repayment	45.57
			Loan Repayment	45.57
			Retirment 457 &	330.88
			Retirment 457 &	299.75
			Loan Repayments	188.62
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
			American Fidelity	128.77
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	41.67
			Flexible Spending Accts -	41.67
		OPTUM BANK INC	HSA Contribution	8.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	245.82
		ONE TIME VENDOR UNITED HEALTHCARE	AMB OVERPAYMENT	<u>900.00</u>
			TOTAL:	10,370.92
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	1,233.52
			FICA	1,050.69
			Medicare	288.49
			Medicare	245.72
		MISSIONSQUARE RETIREMENT	Retirement 401%	279.81
			Retirement 401%	263.18
			Retirement 401	850.92
			Retirement 401	819.73
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	40.42
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	88.48
			AMB DEPT CELL PHONES	47.61
		AMBULANCE REIMBURSEMENT SYSTEMS INC	JULY AMBULANCE REIMBURSEME	2,867.27
		WEX INC	AMB FUEL	800.02
		THE PITNEY BOWES BANK INC	AMBULANCE POSTAGE	25.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	20.26
			Group Life Ins and Buy Up	20.26
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
		ELAN CORPORATE PAYMENT SYSTEMS	LASER ENGRAVED PENS	260.95
			2024 MEMSA MEMBERSHIP-AMB	200.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	15,352.75
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	LCF SALES TAX	4,818.85
			State Withholding	243.20
			State Withholding	268.20
		INTERNAL REVENUE SERVICE	Fed WH	470.09
			Fed WH	531.59
			FICA	474.31
			FICA	505.98
			Medicare	110.93
			Medicare	118.34
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirement 457 &	29.35
			Retirement 457 &	29.77
			Retirement 457	90.00
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	30.39
			Loan Repayments	37.15
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	26.44
			American Fidelity	26.44
		OPTUM BANK INC	HSA Contribution	57.50
			HSA Family/Dep. Contributi	153.33
			TOTAL:	8,813.30
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	LCF RD WELL 7/9-8/7/24	12.16
			LCF RUNWAY LTS 6/27-7/29/2	27.96
			AP FIREHOUSE 6/27-7/29/24	35.60
			KAISER TRMNL BLDG 7/9-8/7/	437.40
			LCF HANGAR 2 7/9-8/7/24	26.79
			LCF NEW AP HANGAR 7/9-8/7/	48.68
		INTERNAL REVENUE SERVICE	FICA	474.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	505.98
			Medicare	110.93
			Medicare	118.34
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.34
			Retirement 401%	87.76
			Retirement 401	457.86
			Retirement 401	458.91
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.80
		WEX INC	LCF FUEL	98.23
		THE PITNEY BOWES BANK INC	LCF POSTAGE	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	6.63
			Group Life Ins and Buy Up	6.63
			Short Term Disability Ins	34.04
			Short Term Disability Ins	34.04
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	195.00
		WOODLEY BUILDING MAINTENANCE	LCF JANITORIAL SERVICES	<u>851.93</u>
			TOTAL:	9,241.80
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	GG SALES TAX	183.81
			State Withholding	77.80
			State Withholding	95.80
		INTERNAL REVENUE SERVICE	Fed WH	311.46
			Fed WH	353.13
			FICA	279.75
			FICA	307.25
			Medicare	65.43
			Medicare	71.85
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	14.47
			Retirment 457 &	16.16
			Retirement 457	60.00
			Retirement 457	60.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	2,399.81
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 6/24-7/24/2	44.05
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	GG AP HANGAR 6/27-7/29/24	56.18
			GG TBLC EXT D 6/27-7/29/24	237.98
			GG AP SHOP 6/27-7/29/24	21.35
			957 AIRPORT RD 6/27-7/29/2	12.16
			GG AP TBLC EXT D 6/27-7/29	32.61
			GG AP HANGAR 6/27-7/29/24	25.63
			GG AP SLEEPY 6/27-7/29/24	226.06
		INTERNAL REVENUE SERVICE	FICA	279.75
			FICA	307.25
			Medicare	65.43
			Medicare	71.85
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.13
			Retirement 401%	54.82
			Retirement 401	263.81
			Retirement 401	273.99
		LOWE'S	SCREWS & PLATE-HNGR DOOR R	19.38
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.80
		WEX INC	GG FUEL	180.65
		THE PITNEY BOWES BANK INC	GG POSTAGE	25.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	10.21
			Group Life Ins and Buy Up	10.21
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
		WOODLEY BUILDING MAINTENANCE	GG JANITORIAL SERVICES	434.00
			TOTAL:	6,403.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund	289,523.87
20	Transportation	45,127.29
30	Water Fund	106,019.10
35	Sewer Fund	76,599.87
40	Ambulance Fund	25,723.67
45	Lee C. Fine Airport Fund	18,055.10
47	Grand Glaize Airport Fund	8,803.35

GRAND TOTAL:		569,852.25
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TOTAL PAGES: 21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	SUN BADGE CO	BADGE- C. BARELA	187.50
			TOTAL:	187.50
City Administrator	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- D. LAKE	44.50
		AMAZON CAPITAL SERVICES INC	DRY ERASE MARKERS & STICKE	31.57
			WEBCAM- J. PHEGLEY	31.97
			TOTAL:	108.04
City Attorney	General Fund	CUMMINGS, MCCLOREY, DAVIS, & ACHO	PROFESSIONAL SVCS- DUENKE	1,075.00
			TOTAL:	1,075.00
Building Inspection	General Fund	AMAZON CAPITAL SERVICES INC	OFFICE CHAIR- J. JOHNS	229.90
			TOTAL:	229.90
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- M. MOUSSEAU	27.09
		CINTAS CORPORATION	CH FLOOR MATS	113.18
		STAPLES BUSINESS ADVANTAGE	PLATES, TRASH BAGS, SWEET N	88.82
			TRASH BAGS & BATHROOM TOWE	174.88
			DISPENSER FOAM HAND SOAP	26.54
			COFFEE, CREAMER, FORKS	147.34
			CUPS & BATHROOM TOWELS	159.31
			PAPER TOWELS & PLATES	94.50
			BATHROOM TOWELS & TOILET P	217.67
		AMAZON CAPITAL SERVICES INC	NEW TOASTER- BREAKROOM	36.98
			VEGETABLE OIL	12.12
			IPHONE CASE- L. DUNHAM	34.90
			AAA BATTERIES	21.30
			SENSOR SWITCHES	274.40
		NICK'S TRUE VALUE HARDWARE	ELECTRIC SCREWDRIVER SET	16.99
			TWINE	5.49
			WEED KILL REFILL	15.99
		RICOH USA INC	PLOTTER/PRINTER REPAIR	194.95
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL	105.00
			TOTAL:	1,767.45
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	WEED KILLER	112.18
		MOTOR HUT INC	ROPE & STARTER	8.90
		O'REILLY AUTOMOTIVE STORES INC	BLACK SEALANT-PARK BENCH R	11.49
		SHERWIN-WILLIAMS	PAINT- PRKNG LOT STRIPING	383.65
		CIVIC PLUS	CIVIC REC FEE 1/2024-12/20	6,615.00
		O'REILLY AUTOMOTIVE STORES INC	OIL FILTER & UTV OIL	47.78
		AMAZON CAPITAL SERVICES INC	PARKS PAPER TRIMMER	29.50
		COCHRAN ENGINEERING	PEANICK PRK IMPROV LOR24-3	22,800.00
			TOTAL:	30,008.50
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOYMENT TESTING	125.00
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- M. MOUSSEA	44.50
		AMAZON CAPITAL SERVICES INC	REPORT COVERS	12.34
			REWARD STICKERS	37.31
			TOTAL:	219.15
Overhead	General Fund	MARCO	CH COPIER LEASE 6/26-7/25/	526.30
			TOTAL:	526.30
Police	General Fund	LEON UNIFORM CO INC	PROTAC RAIL MOUNT	165.00
			COMMENDATION BARS	92.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		O'REILLY AUTOMOTIVE STORES INC	GLASS CLNR & TIRE FOAM- PD	14.98
			HEADLGHT BULB,WIPER BLADE-	66.55
		PSE INSTALLATION	INSTALL EQUIPMENT- K9 VEHI	2,682.50
			CHANGEOUT PRINTER- PD 18	60.00
			CHANGEOUT RADAR CORD- PD 3	60.00
			CHANGEOUT PRINTER- CHIEFS	60.00
			CAMERA SYSTEM INSTALL- K9	330.00
		AUTO GLASS PROFESSIONALS	VEHICLE REPAIR- PD 18	335.00
			WINDSHIELD-2015 FORD TAURU	285.00
		STAPLES BUSINESS ADVANTAGE	TONER,NOTEPADS,SHEET PRCT	218.00
			COPY PAPER & COPY STAMP	45.57
		LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETAT	178.64
		AMAZON CAPITAL SERVICES INC	ZIP BAGS & ID BADGE HOLDER	34.14
			EXTERNAL HARD DRIVE	133.56
		GFI DIGITAL	PD PRNTR MAINT 7/19-8/18/2	105.95
			PD PRNTR MAINT 8/19-9/18/2	105.95
		MARCO	PD COPIER LEASE 6/26-7/25/	254.15
		ONE TIME VENDOR DEBBIE'S ALTERATIONS	UNIFORM ALTERATIONS-J. CHA	68.00
			TOTAL:	5,294.99
Information Technology General Fund		TYLER TECHNOLOGIES INC	INCODE SUPPRT 8/2024-7/202	6,021.05
		AMAZON CAPITAL SERVICES INC	DESKTOP PRINTER- EVIDENCE	218.00
			HP PRINTER- HUMAN RESOURCE	299.99
			ZIP TIES,MARKERS,AIR DUSTE	55.75
		FORWARD SLASH TECHNOLOGY LLC	PHYSICAL YUBIKEYS- 2 FA PR	3,497.00
		TOIT TRAINING LLC	2 YR IT TRAINING- IT DEPT	3,990.00
			TOTAL:	14,081.79
Economic Development	General Fund	THORNI RIDGE EXOTICS LLC	2024 FALL FEST PETTING ZOO	2,550.00
			TOTAL:	2,550.00
Transportation	Transportation	PURCELL TIRE & RUBBER CO	FOAM FILL 2 TIRES-GRASS HO	86.94
		FASTENAL CO	EYEWEAR	60.42
		MOTOR HUT INC	ROLLER ASSEMBLY-GRASS HOPP	9.49
		O'REILLY AUTOMOTIVE STORES INC	AIR FILTER- TRACK DINGO	27.91
		SASCO PAVEMENT COATINGS INC	GRACO LAZER GUIDE	4,054.00
		SHERWIN-WILLIAMS	STRAINER- CITY STREET PAIN	45.80
			STRAINER- CITY STREET PAIN	6.86
			STRAINER- CITY STREET PAIN	36.58
		CORE & MAIN LP	HOSE,COUPLNG,NIPPLE-STRT P	103.75
		COMFORT CARE	PW HVAC SERVICE & LABOR	100.00
		MAGRUDER LIMESTONE CO INC	GRAVEL- APPLE BLOSSOM	1,430.13
			GRAVEL- ARROW RD	1,929.41
			4-6" CLEAN & 1" MINUS-NICH	1,790.89
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	239.78
			TRANS DEPT FLOOR MATS	14.12
			TRANS DEPT UNIFORMS	422.51
			TRANS DEPT FLOOR MATS	15.58
			TRANS DEPT UNIFORMS	243.67
			TRANS DEPT FLOOR MATS	14.11
		PARKWAY PLAZA TIRE	SCAN TEST- TRK 69	60.00
		SCOTTS CONCRETE	JUNE DISCOUNT	161.00-
			JULY DISCOUNT	42.00-
			CONCRETE- FRONT OF CITY HA	1,013.00
			CONCRETE- FAIRLAND AVE	1,119.50
		AMAZON CAPITAL SERVICES INC	SOAP DISPENSERS	21.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CORRECTION TAPE	5.16
		COCHRAN ENGINEERING	OB RD INSPECTION SVC LOR24	9,176.80
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 7/10-8/10/2	478.38
		SWARCO REFLEX, LLC.	PAINT GLASS BEADS	3,930.00
		WEAVERS TIRE SERVICE LLC	TIRE REPAIR-GRASS HOPPER M	52.00
		GARBER DIESEL SERVICE LLC	FLD LEAK,ENGINE LGHT REP-T	521.77
		WITT TREE SERVICE LLC	TREE REMOVAL- MALIBU ROAD	1,500.00
		LINDYSPRING LAKE OF THE OZARKS	PW AUG WATER COOLER RENTAL	10.00
		GFI DIGITAL	PW PRNTR MAINT 8/19-9/18/2	35.32
		NICK'S TRUE VALUE HARDWARE	COVERS- PAINTING CITY STRE	29.37
			EYE BOLTS- PAINT STRIPER	2.58
			PAISLS- CITY RD STRIPING	32.25
			PARTS- TRK #7021	18.27
			HEX BUSHNG,SEAL TAPE-TRK #	5.48
			COVERS-CITY STREET PAINTIN	35.36
			MATERIALS- CITY ST PAINTIN	10.36
		OZARK CDL LLC	CDL CLASS- SULLIVAN	1,200.00
		RUSH TRUCK CENTERS OF MISSOURI INC	TRUCK 66 REPAIRS	12,749.42
			HOSE & CLAMP REPAIR- TRK 6	792.64
		MARCO	PW COPIER LEASE 6/26-7/25/	84.71
		HARBOR FREIGHT TOOLS USA INC	TIRE REPAIR KIT, AIR HOSE	191.98
		OPENGOV, INC.	OPEN GOV SUB 7/2024-6/2025	4,995.85
			TOTAL:	48,501.14
Water	Water Fund	FASTENAL CO	EYEWEAR	60.42
		D&R MATERIALS	GRASS SEED & STRAW	202.00
		MO RURAL WATER ASSC	10 DAY DW/DS CLASSES-WTR D	275.00
		O'REILLY AUTOMOTIVE STORES INC	HYDRAULIC FLUID	74.99
		CORE & MAIN LP	WATER PARTS FOR STOCK	502.70
			RED STICK PUMPS & PLATES	617.62
			PARTS FOR WATER REPAIRS	6,369.17
			REPAIR BAND CLAMPS-6" WTR	1,196.40
			PARTS FOR WATER REPAIR	4,768.10
			6" MUELLERS & 6" CLOWS	9,580.00
			6" HYD EXT MUELLERS	9,580.00
			HYDRANT EXTENSIONS	9,580.00
			HYDRANT EXTENSIONS	4,428.00
		COMFORT CARE	PW HVAC SERVICE & LABOR	100.00
		SOUTHWEST STONE SUPPLY INC	2" CREEK ROCK	618.60
			2" CREEK ROCK	618.60
			2" CREEK ROCK	123.72
		CINTAS CORPORATION	WATER DEPT UNIFORMS	255.67
			WATER DEPT FLOOR MATS	14.11
			WATER DEPT UNIFORMS	251.29
			WATER DEPT FLOOR MATS	15.57
			WATER DEPT UNIFORMS	260.22
			WATER DEPT FLOOR MATS	14.12
		KWIK KAR WASH DETAIL LUBE	WINDOW TINT- TRK 7340	159.00
		PARKWAY PLAZA TIRE	OIL CHANGE- TRK 2	75.12
			OIL CHANGE- TRK 52	70.48
			OIL CHANGE- TRK 56	69.97
			OIL CHANGE- TRK 51	69.45
		SIDENER ENVIRONMENTAL SERVICES INC	ANALYZER,FLOW CELL,PROBE U	17,233.68
		AMAZON CAPITAL SERVICES INC	SOAP DISPENSERS	21.99
			CORRECTION TAPE	5.16
			SAFETY GLASSES	170.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			IPHONE CASE & KEY LOCK BOX	66.94
		REEVES-WIEDEMAN COMPANY	CONNECTORS, COUPLINGS, TOWEL	104.93
		LINDYSPRING LAKE OF THE OZARKS	PW AUG WATER COOLER RENTAL	10.00
		GFI DIGITAL	PW PRNTR MAINT 8/19-9/18/2	35.32
		MARCO	PW COPIER LEASE 6/26-7/25/	84.71
		OPENGOV, INC.	OPEN GOV SUB 7/2024-6/2025	4,995.85
		IMCO UTILITY SUPPLY	REPAIR CLAMPS	6,874.00
			TOTAL:	79,553.48
Sewer	Sewer Fund	FASTENAL CO	EYEWEAR	60.42
		HORNER & SHIFRIN INC	MARGARITAVILLE SWR RELOCAT	2,267.90
		MUNICIPAL EQUIPMENT CO	RELAYS	2,231.02
			HIGH TIDE/SCADA UPGRADES	53,586.12
			PUMP GASKETS	465.24
		KNAPHEIDE TRUCK INC	HYDRAULIC LEAK REP-TRK #36	180.00
		CONSOLIDATED ELECTRICAL DISTR, INC	SPINDRIFTER METER REPAIR	153.27
			SPINDRIFTER ELECTRICAL CON	104.42
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JULY MONTHLY FLOWS	42,893.25
		BOWLING ELECTRIC MACHINE	CAPACITORS & FUSES- STOCK	970.00
		BUTLER SUPPLY CO	PARTS-SPINDRIFTER PANEL RE	1,534.58
		CORE & MAIN LP	PARTS-MOCKING BIRD & 3 SEA	49.20
			PLUMBING GASKETS	178.32
			PLUMBING GASKETS	827.26
		COMFORT CARE	PW HVAC SERVICE & LABOR	100.00
		JCI INDUSTRIES INC	PUMP REBUILD	8,002.00
		SOUTHWEST STONE SUPPLY INC	SPINDRIFTER REPAIRS	226.22
		ALPHAGRAPHS OF OSAGE BEACH	SEWER STATION STICKERS	2,282.36
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	329.23
			SEWER DEPT FLOOR MATS	14.12
			SEWER DEPT UNIFORMS	329.23
			SEWER DEPT FLOOR MATS	15.58
			SEWER DEPT UNIFORMS	299.24
			SEWER DEPT FLOOR MATS	14.12
		KWIK KAR WASH DETAIL LUBE	WINDOW TINT- TRK 7426	119.00
		AMAZON CAPITAL SERVICES INC	SOAP DISPENSERS	21.99
			CORRECTION TAPE	5.17
		COCHRAN ENGINEERING	ROCKWAY L/S STORAGE LOR24-	13,200.00
		REEVES-WIEDEMAN COMPANY	PIPE THREAD SEAL & BRASS C	63.20
			PRTS-SPINDRTR SPRINKLER RE	16.98
			ADAPTERS-SPINDRIFTER REPAI	4.69
		HI-VAC CORPORATION	JETTER HOSE REPAIR	3,034.51
		LINDYSPRING LAKE OF THE OZARKS	PW AUG WATER COOLER RENTAL	10.00
		GFI DIGITAL	PW PRNTR MAINT 8/19-9/18/2	35.31
		NICK'S TRUE VALUE HARDWARE	BAR KIT- STATION REPAIR	8.99
			SELF TAPPING SCREWS	6.99
			CONTACT CEMENT-CAMERA REPA	11.99
			PARTS-NICHOLS & ALONA PT R	9.96
			CAULK	8.99
			FESCUE SEED- DIG UP REPAIR	26.99
			CONTROL PANEL- SPINDRIFTER	17.99
			METER BREAKER-SPINDRIFTER	22.00
			CIRCUIT BREAKER- SPINDRIFT	14.99
			PARTS- OFFICE WALL REPAIR	60.47
			MATERIALS- PW OFFICE REPAI	12.07
			LIQUID NAILS- OFFICE REPAI	21.98
		OZARK CDL LLC	CDL CLASS- LYBYER	1,200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HIGH TIDE TECHNOLOGIES	ANNUAL COMM CALLS- HOBBY L	480.00
			ANNUAL COMM CALLS- RED HEA	420.00
			ANNUAL COMM CALLS- ELBOW C	420.00
		MARCO	PW COPIER LEASE 6/26-7/25/	84.71
		OPENGOV, INC.	OPEN GOV SUB 7/2024-6/2025	<u>4,995.85</u>
			TOTAL:	141,447.92
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	746.05
		HEDRICK MOTIV WERKS LLC	TIRE & BRAKE REPAIRS- M8	787.07
		STAPLES BUSINESS ADVANTAGE	TONER-AMBULANCE	80.61
		LIFE-ASSIST, INC.	MEDICAL SUPPLIES	1,186.65
			MEDICAL SUPPLIES	<u>65.10</u>
			TOTAL:	2,865.48
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7,709 GAL LCF JET FUEL	23,429.65
			7,400 GAL LCF JET FUEL	22,490.27
		LAKE OF THE OZARKS CONVENTION & VISITO	2025 AIRPORT ADVERTISING	647.50
		SMITH PAPER & JANITOR SUPPLY CO INC	BTHROOM TOWELS,TP,PPR TOWE	167.48
		HERITAGE PETROLEUM LLC	AIRCRAFT ENGINE OIL	<u>674.91</u>
			TOTAL:	47,409.81
Grand Glaize Airport	Grand Glaize Airpo	LAKE OF THE OZARKS CONVENTION & VISITO	2025 AIRPORT ADVERTISING	647.50
		CAMDEN COUNTY FIRE & SAFETY	GG AP FIRE EXTINGUISHER SV	72.00
		AB PEST CONTROL INC	GG PEST CONTROL	75.00
		HERITAGE PETROLEUM LLC	AIRCRAFT ENGINE OIL	<u>674.91</u>
			TOTAL:	1,469.41
===== FUND TOTALS =====				
10	General Fund			56,048.62
20	Transportation			48,501.14
30	Water Fund			79,553.48
35	Sewer Fund			141,447.92
40	Ambulance Fund			2,865.48
45	Lee C. Fine Airport Fund			47,409.81
47	Grand Glaize Airport Fund			1,469.41

	GRAND TOTAL:			377,295.86

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 5, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 24-55 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *Second Reading*

Requested Action:

Second Reading of Bill #24-55

Ordinance Referenced for Action:

MEC (Missour Ethic Commission), specifically RSMo Chapter 105, requires re-adoption by the City. Board of Aldermen approval required approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes, the current Ordinance on file with MEC is set to expire on September 15, 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The re-adoption of our Chapter 120-Conflicts of Interest is required by MEC (Missouri Ethics Commission) in order for all elected, appointed officials, and decision-making personnel, as well as candidates for public office, to avoid the requirement of filing Personal Finance Disclosure Sates (Long Form).

City Attorney Comments:

Per City Code 110.230, Bill 24-55 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS:

Section 1. The follow sections of the Osage Beach Municipal Code are hereby reenacted and readopted as set for the below:

Section 120.010 Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 120.020 Conflicts of Interest.

- a. All elected and appointed officials as well as employees of the City must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- b. If the Mayor or any member of the Board of Aldermen has a “substantial personal or private interest” in any measure, bill, order or ordinance proposed or pending before the Board, he or she must disclose that interest to the City Clerk and such disclosure shall be recorded in the City’s records. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 120.030 Disclosure Reports. Each elected official, candidate for elective office, the City Administrator, and the City Attorney shall disclose the following information by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487 if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.

- c. The City Administrator and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487, the following information for the previous calendar year:
 - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 - 2. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;
 - 3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 120.040 Filing of Reports.

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 - 1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - 2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
 - 3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for
 - 4. candidacy.
- a. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 120.050. Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance, adopted prior to September 15th, to the Missouri Ethics Commission within ten days of its adoption.

Section 120.060. Time Limit. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

READ FIRST TIME: August 15, 2024 READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.55 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance 24.55.

Date Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 5, 2024
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:
Public Hearing -- Rezoning Case 424 by Topsider Condominiums, LLC.

Requested Action:
Public Hearing for Rezoning Case 424

Ordinance Referenced for Action:
Board of Aldermen shall hold a public hearing on each application for an amendment to Zoning Map per Municipal Code Chapter 405 Zoning Regulations

Deadline for Action:
Yes - 90 Day Rule

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
See reports and materials in the Case 424 agenda item, Bill 24-xx

City Attorney Comments:
Not Applicable

City Administrator Comments:
Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 5, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 24-57 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 424. *First Reading*

Requested Action:

First Reading of Bill #24-57

Ordinance Referenced for Action:

Board of Aldermen approval is required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - 90 Day Rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on August 13, 2024 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-57 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING A PARCEL OF LAND AS DESCRIBED IN REZONING CASE #424.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. That the real estate, generally described as Topsiders Condominium LLC, is under the terms and conditions contained in Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto in Rezoning Case No. 424.

See Exhibit A: Legal Description.
 See Exhibit B: Tract 1 – C-1b Legal Description
 See Exhibit C: Tract 2 – C-1 Legal
 See Exhibit D: Conditions

Section 2. That the development as described herein and referred to as Case 421 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

Section 3. That this Ordinance shall be in full force and effect upon date of passage and the approval of the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.57 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

 Date

 Tara Berreth, City Clerk

Approved as to form:

 Cole Bradbury, City Attorney

I hereby APPROVE Ordinance 24.57.

 Michael Harmison, Mayor

 Date

ATTEST:

 Tara Berreth, City Clerk

“EXHIBIT A”
LEGAL DESCRIPTION

A Tract of land being all of Lots 9-29 of Block 2 of “Oak-Ridge (Amended)” a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder’s Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

“BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder’s Office, recorded in Plat Book 170, Page 49, being on the northwestern right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way the following eleven (11) bearings and distances: (1) South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet; (2) along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point on said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet; (3) continuing along said right-of-way curve to the right in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet; (4) departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker; (5) South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker; (6) South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet; (7) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way; (8) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (9) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (10) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (11) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08

minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 786.47 feet to an existing iron pipe; thence departing the said north line, North 03 degrees 25 minutes 00 seconds East (previous deed = North) a distance of 113.00 feet to another existing iron pipe at the southeast corner of Lot 9 of Block 2 of said "Oak-Ridge (Amended)"; thence along and with the south line of said Lot 9, South 89 degrees 44 minutes 56 seconds West a distance of 42.50 feet to an iron pin at the southwest corner of said Lot 9; thence departing the said south line and run along and with the west line of said Lot 9, North 00 degrees 57 minutes 10 seconds West a distance of 79.45 feet, (plat = 80.0 feet) to an existing iron pin at the northwest corner of said Lot 9, being on the south right-of-way of 30 foot wide Carver Road; thence along and with the north line of Lots 9-12 of Block 2 of "Oak-Ridge (Amended)" and the south right-of-way of Carver Road, North 89 degrees 46 minutes 18 seconds East a distance of 164.14 feet to another existing iron pin at the common northerly corner of Lots 12 and 13; thence along and with the westerly line of Lots 13-20 of Block 2 of "Oak-Ridge (Amended)" and the easterly right-of-way of said Carver Road, North 22 degrees 31 minutes 28 seconds East a distance of 311.22 feet to another existing iron pin at the northwest corner of Lot 20; thence departing said right-of-way along and with the southerly right-of-way of McField Road (plat = Lake Shore Drive) along and with the north line of Lots 20 and 29 of Block 2 of said "Oak-Ridge (Amended)", South 84 degrees 36 minutes 17 seconds East a distance of 168.21 feet to an iron pin at the northeast corner of said Lot 29 and being on the west right-of-way of Osage Beach Parkway; thence departing the said north line and run along and with the said right-of-way of Osage Beach Parkway, South 22 degrees 45 minutes 02 seconds West a distance of 310.33 feet to an existing steel right-of-way monument 75 feet right of station 136+00; thence continue along said right-of-way, South 26 degrees 46 minutes 36 seconds West a distance of 198.31 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT B” TRACT 1: C-1b

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes

43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds East 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, formerly known as US Hwy 54, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

Said tract having area of 370,060 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT C”
TRACT 2: C-1

A Tract of land being all of Lots 9-29 of Block 2 of “Oak-Ridge (Amended)” a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder’s Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

“BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder’s Office, recorded in Plat Book 170, Page 49, being on the western right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet, thence leaving said right-of-way North 63 degrees 52 minutes 46 seconds West 64.03 feet to the P.C. of a non-tangential 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet, thence North 09 degrees 01 minutes 33 seconds West 187.05 feet, thence North 38 degrees 33 minutes 04 seconds West 137.39 feet, thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line 265.06 feet to an existing iron pipe; thence departing the said north line, North 03 degrees 25 minutes 00 seconds East (previous deed = North) a distance of 113.00 feet to another existing iron pipe at the southeast corner of Lot 9 of Block 2 of said “Oak-Ridge (Amended)”; thence along and with the south line of said Lot 9, South 89 degrees 44 minutes 56 seconds West a distance of 42.50 feet to an iron pin at the southwest corner of said Lot 9; thence departing the said south line and run along and with the west line of said Lot 9, North 00 degrees 57 minutes 10 seconds West a distance of 79.45 feet, (plat = 80.0 feet) to an existing iron pin at the northwest corner of said Lot 9, being on the south right-of-way of 30 foot wide Carver Road; thence along and with the north line of Lots 9-12 of Block 2 of “Oak-Ridge (Amended)” and the south right-of-way of Carver Road, North 89 degrees 46 minutes 18 seconds East a distance of 164.14 feet to another existing iron pin at the common northerly corner of Lots 12 and 13; thence along and with the westerly line of Lots 13-20 of Block 2 of “Oak-Ridge (Amended)” and the easterly right-of-way of said Carver Road, North 22 degrees 31 minutes 28 seconds East a distance of 311.22 feet to another existing iron pin at the northwest corner of Lot 20; thence departing said right-of-way along and with the southerly right-of-way of McField Road (plat = Lake Shore Drive) along and with the north line of Lots 20 and 29 of Block 2 of said “Oak-Ridge (Amended)”, South 84 degrees 36 minutes 17 seconds East a distance of 168.21 feet to an iron pin at

the northeast corner of said Lot 29 and being on the west right-of-way of Osage Beach Parkway; thence departing the said north line and run along and with the said right-of-way of Osage Beach Parkway, South 22 degrees 45 minutes 02 seconds West a distance of 310.33 feet to an existing steel right-of-way monument 75 feet right of station 136+00; thence continue along said right-of-way, South 26 degrees 46 minutes 36 seconds West a distance of 198.31 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT D” CONDITIONS

Required Uses:

The development as illustrated in the submitted site development plan:

- 1) 146 condominium units and accessory uses and structures
- 2) Minimum 60 room hotel facility and accessory uses
- 3) Minimum 150-seat “sit down restaurant facility” as defined below. This facility can be located within the required hotel facility or a stand-alone restaurant facility.

Sit-down Restaurant: also known as full-service restaurants or colloquially as "table service" establishments, are food service facilities based on traditional dining experience where patrons are seated at a table and provided service by dedicated waitstaff. In these establishments, meals are typically ordered from a menu or even through online ordering for those preferring to enjoy the same quality at home. These dishes are served course by course and consumed in a relaxed setting, providing a more intimate and leisurely dining experience.

Construction of the hotel and restaurant facilities must be in conformance with all use requirements, parking requirements, and all other Building and Zoning Codes.

Other Permitted Uses within the C-1 Property:

Retail sales and service facilities, restaurant, convenience, and entertainment facilities as listed in the E-1, E-2, and E-3 Overlay Zones in Section 405 in the Osage Beach Municipal Code.

Any other proposed use that deviates from the uses permitted in the above-listed regulatory document will require an amendment to the approved PUD.

The required uses, within the PUD District, must be permitted and under construction prior to any construction permits being issued for additional uses or facilities on remaining property within the PUD District.

Prohibited Uses:

- 1) Non sales tax producing uses
- 2) Non-profit institutions
- 3) Adult Entertainment or Book Store Establishments
- 4) Banks

- 5) Cellular or other towers which are not approved by the City (this restriction does not apply to tenants' communication devices)
- 6) Church
- 7) Medical Clinic, Urgent Care Clinic, Medical Offices and Dental Offices,
- 8) Hospital
- 9) Day Care Facility (This does not include a daycare facility located within the required Hotel Facility that is for the use of the hotels staff and guests only)
- 10) Grocery Stores
- 11) Home Improvement and Hardware Stores
- 12) Laundromat
- 13) Manufacturing or assembly use
- 14) Pawn shop
- 15) Title loan, check cashing or pay-day loan services
- 16) Storage Facilities
- 17) Auto, Boat, and Similar sales, rental, and service facilities
- 18) Auto Parts Supply Stores
- 19) Fitness Clubs/ Gyms
- 20) Tattoo and Piercing Shops
- 21) Car Wash Facilities

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway with possible secondary access off McField Road. If street upgrade is required to provide capacity for the development, the developer will be responsible for the design and installation of the required infrastructure. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject to review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.



**Rezoning Case
424 Location Map**

- Note:*
- Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).*
 - All monuments set and found are 1/2" Iron Pins, unless otherwise noted.*
 - Subject to Ameren's Bagwell Dam Pool and Flood Rights.*
 - Basis of Bearings for this plat is the Missouri State Plane Coordinate System.*
 - The Boundary of the property surveyed at the request of the owner as described in the Warranty Deeds filed in Book 840, Page 907 & Book 898, Page 494 in the Camden County Recorder's Office.*
 - This survey drawing has been created for the purposes of zoning.*

TOPSIDER P.U.D.

ZONING DRAWING

P.U.D. BOUNDARY

A Tract of land being all of Lots 9-29 of Block 2 of "Oak-Ridge (Amended)" a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder's Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

"BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder's Office, recorded in Plat Book 170, Page 49, being on the northwestern right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way the following eleven (11) bearings and distances: (1) South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet; (2) along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point on said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet; (3) continuing along said right-of-way curve to the right in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet; (4) departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (5) South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (6) South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet; (7) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (8) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 80.58 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (9) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (10) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East)a distance of 45.92 feet to an existing metal right-of-way marker and (11) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet; (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet; (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet; (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet; (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet; (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet; (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 26 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail; (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet; (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet; (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet; (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet; (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet; (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet; (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet; (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet; (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet; (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet; (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet; (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet; (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet; (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet; (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet; (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet; (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = South 89 degrees 40 minutes West) along and with the said north line a distance of 786.47 feet to an existing iron pipe; thence departing the said north line, North 03 degrees 25 minutes 00 seconds East (previous deed = North) a distance of 113.00 feet to another existing iron pipe at the southeast corner of Lot 9 of Block 2 of said "Oak-Ridge (Amended)"; thence along and with the south line of said Lot 9, South 89 degrees 44 minutes 56 seconds West a distance of 42.50 feet to an iron pin at the southwest corner of said Lot 9; thence departing the said south line and run along and with the west line of said Lot 9, North 00 degrees 57 minutes 10 seconds West a distance of 79.45 feet, (plat = 80.0 feet) to an existing iron pin at the northwest corner of said Lot 9, being on the south right-of-way of 30 foot wide Carver Road; thence along and with the north line of Lots 9-12 of Block 2 of "Oak-Ridge (Amended)" and the south right-of-way of Carver Road, North 89 degrees 46 minutes 18 seconds East a distance of 164.14 feet to another existing iron pin at the common northerly corner of Lots 12 and 13; thence along and with the westerly line of Lots 13-20 of Block 2 of "Oak-Ridge (Amended)" and the easterly right-of-way of said Carver Road, North 22 degrees 31 minutes 28 seconds East a distance of 311.22 feet to another existing iron pin at the northwest corner of Lot 20; thence departing said right-of-way along and with the southerly right-of-way of McField Road (plat = Lake Shore Drive) along and with the north line of Lots 20 and 29 of Block 2 of said "Oak-Ridge (Amended)", South 84 degrees 36 minutes 17 seconds East a distance of 198.21 feet to the northeast corner of said Lot 29 and being on the west right-of-way of Osage Beach Parkway; thence departing the said north line and run along and with the said right-of-way of Osage Beach Parkway, South 22 degrees 45 minutes 02 seconds West a distance of 310.33 feet to an existing steel right-of-way monument 75 feet right of station 136+00; thence continue along said right-of-way, South 26 degrees 46 minutes 36 seconds West a distance of 198.31 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

TRACT 2: C-1 Zoning

A tract of land being all of Lots 9-29 of Block 2 of "Oak-Ridge (Amended)" a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder's Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

"BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder's Office, recorded in Plat Book 170, Page 49, being on the western right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet; thence leaving said right-of-way North 53 degrees 52 minutes 48 seconds West 64.03 feet to the P.C. of a non-tangent 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet; thence North 09 degrees 01 minutes 33 seconds West 187.05 feet; thence North 38 degrees 33 minutes 04 seconds West 137.39 feet; thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) a distance of 15.09 feet to an existing pk nail; (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet; (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet; (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet; (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet; (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet; (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet; (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet; (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet; (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet; (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet; (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet; (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet; (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet; (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet; (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet; (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet; (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 512.41 feet; thence departing said north line of the south half of the said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet; thence South 38 degrees 33 minutes 04 seconds East 137.39 feet; thence South 09 degrees 01 minutes 33 seconds East 187.05 feet; thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds East 258.00 feet; thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, formerly known as US Hwy 54, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet; thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

TRACT 1: C-1b Zoning

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

"Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder's Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 80.58 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East)a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet; (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet; (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet; (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet; (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet; (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet; (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 26 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail; (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet; (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet; (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet; (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet; (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet; (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet; (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet; (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet; (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet; (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet; (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet; (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet; (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet; (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet; (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet; (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet; (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 512.41 feet; thence departing said north line of the south half of the said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet; thence South 38 degrees 33 minutes 04 seconds East 137.39 feet; thence South 09 degrees 01 minutes 33 seconds East 187.05 feet; thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds East 258.00 feet; thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, formerly known as US Hwy 54, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet; thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

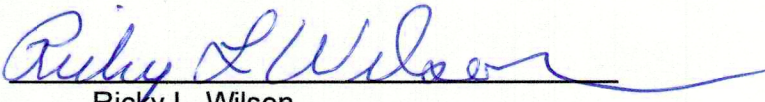
Said tract having area of 370,060 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions of record or not.

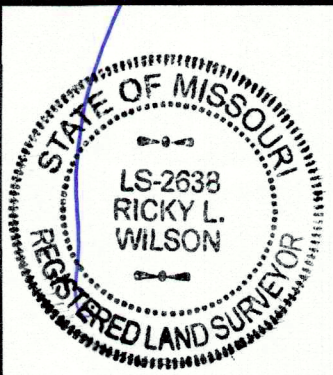
SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the months of May and June, 2024, by order of the undersigned owners, did survey and plat a tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of planning & zoning in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.MO (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 25 day of June, 2024.


Ricky L. Wilson
MO. REG. NO. L.S. 2638

S:\Projects\PROJECTS\TOPSIDER CONDOMINIUMS\LLC\24-00396 Rezone Description\dwg\24-00396 REZONE LEGAL.DISC.dwg



SEAL

The Professional Surveyor's seal affixed to this sheet applies only to material and terms herein, and does not constitute a warranty or endorsement of the accuracy or reliability of the information or instruments, or other documents not exhibiting this seal shall not be considered Surveyed by this Surveyor in any and all respects, and the Surveyor shall not be responsible for such plans, drawings or documents not exhibiting this seal.



Alpha Engineering & Surveying, LLC

3048 Hwy. 52 Eldon, MO 65026 (573) 392-3312

1037 Osage Beach Rd. Osage Beach, MO 65065 (573) 348-5552

Civil & Structural Engineering, Land Surveying, Environmental Operations, Material Testing

Lots 9 - 29 in Block 2 of "Oak-Ridge (Amended)"
And Parts of the North & South Halves of the Northwest Quarter of
Section 12, Township 39 North, Range 16 West,
Camden County, Missouri

Sheet Number:	1 OF 2
Date:	06/25/24
Scale:	N.T.S.
Project Number:	24-00396
Field Book:	M-311
Drawn By:	LRS
Approved By:	R.L.W.

Note:

1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.
3. Subject to Ameren's Bagnell Dam Pool and Flood Rights.
4. Basis of Bearings for this plat is the Missouri State Plane Coordinate System.
5. The Boundary of the property surveyed at the request of the owner as described in the Warranty Deeds filed in Book 840, Page 907 & Book 898, Page 494 in the Camden County Recorder's Office.
6. This survey drawing has been created for the purposes of zoning.

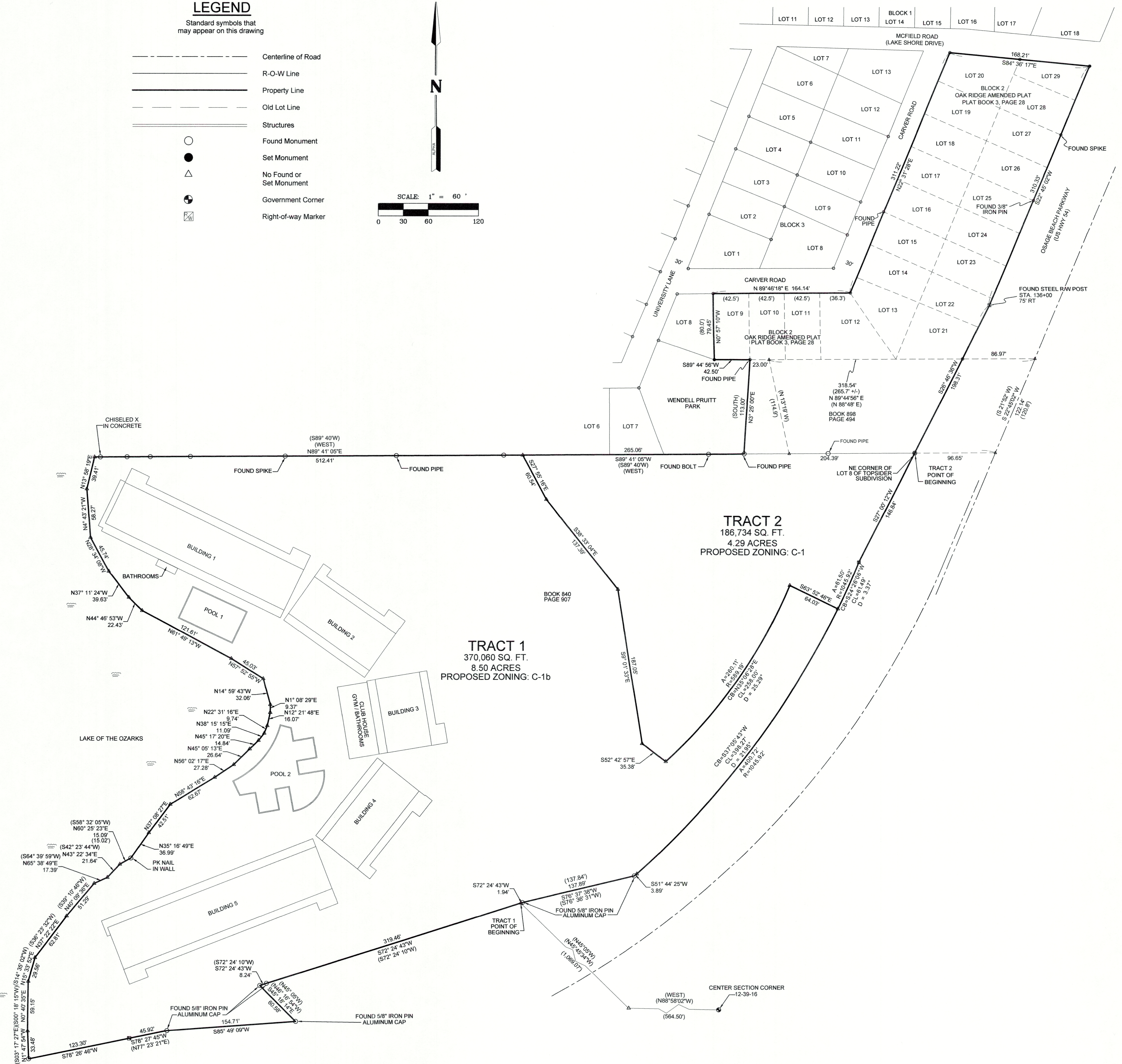
TOPSIDER P.U.D.
ZONING DRAWING

LEGEND

Standard symbols that may appear on this drawing

- Centerline of Road
R-O-W Line
Property Line
Old Lot Line
Structures
Found Monument
Set Monument
No Found or Set Monument
Government Corner
Right-of-way Marker

SCALE: 1" = 60'
0 30 60 120



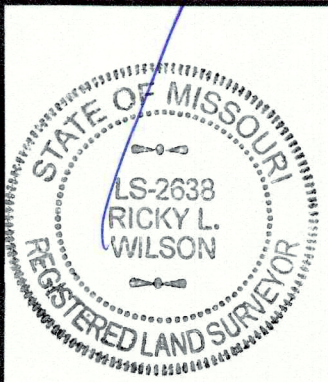
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In Witness Whereof, I have hereunder signed and sealed the foregoing this 25 day of June, 2024.

Ricky L. Wilson
Ricky L. Wilson
MO. REG. NO. L.S. 2638

S:\Projects\PROJECTS\TOPSIDER CONDOMINIUMS LLC\24-00396 Rezone Description\dwg\24-00396 REZONE LEGAL DESC.dwg



SEAL

This Professional Surveyor's seal is attached to this drawing as evidence of the Surveyor's approval of the accuracy of the survey data and the correctness of the legal description. The Surveyor's seal is not to be used for any other purpose, and its use for any other purpose is prohibited. The Surveyor's seal is not to be used for any other purpose, and its use for any other purpose is prohibited.

ALPHA ENGINEERING & SURVEYING, LLC
MO State L.S. 2023034145
E - 2023033912



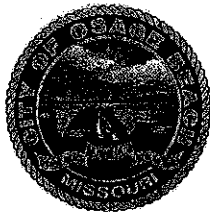
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Lots 9 - 29 in Block 2 of "Oak-Ridge (Amended)"
And Parts of the North & South Halves of the Northwest Quarter of
Section 12, Township 39 North, Range 16 West,
Camden County, Missouri

Sheet Number	2 OF 2
Date	06/25/24
Scale	1"=60'
Project Number	24-00396
Field Book	M-311
Drawn By	LRS
Approved By	R.L.W.



Date Received: _____
Case #: _____

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Topsider Condominiums, LLC		Phone: (314) 680-0681	
Address: 10837 Midwest Industrial Blvd		City: St. Louis	State MO Zip: 63132
List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:			
Stuart Dabbs (314) 680-0681 523 Center Street Edwardsville, IL 62025	Chris Ahning (573) 701-3121 #7 Sugar Creek Lane Edwardsville, IL 62025	Richard Friend 903 Green Trail Farmington, MO 63640	
2. Name of landowner's representative, if different from above:		Phone:	
Address:		City:	State: Zip:
3. All correspondence relative to this application should be directed to whom? Stuart Dabbs			
Address: 523 Center Street		City: Edwardsville	State IL Zip: 62025
4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):			
Address: 1065 Topsider Lane		City: Osage Beach	State MO Zip: 65065
NE Corner of HWY 54 Grand Glaize Bridge.			
5. Do you have a specific use proposed for this property?		☒ Yes ☐ No	
Explain all uses: Condominium Area: 5 buildings totaling 146 units on 370,070 ft ² (8.5 acres) of the property.			
Commercial Area: Hotel and Sit Down Facility as required by City and other Commercial Uses 186,715 ft ² (4.29 acres)			
6. Area of property in square feet or acres:		556,775 ft ² or 12.78 acres	
7. Current zoning classification: C-1 & C-1b with PUD 1 overlay for the development of condominiums, a hotel & a restaurant			
8. Sources of utilities:		Water: City of Osage Beach Gas: Summit Natural Gas	
Sewer: City of Osage Beach		Electric: Ameren Missouri	
9. Proposed zoning classification: None, Amend PUD to increase condominium units from 139 units to 146 units			
10. How long have you owned this property?		3 years and 1 month	
11. Current use of property (describe all improvements): Condominiums with future hotel and restaurant			
12. Current use of all property adjacent to subject property:		North: Residential & Commercial	
South: US Highway 54	East: Commercial	West: Commercial Condominiums	

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

Condominiums exist nearby

14. Do you own property abutting or in the vicinity of the subject property? ☒ Yes ☐ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☒ Yes ☐ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

The necessary infrastructure improvements have been installed to support the 6 additional units.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

No problems are foreseen.

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

The request for 6 additional condominium units will not change the overall scope of the project for mixed-use development. The space necessary for parking and the additional units is available on site without reducing the commercial part of the development.

Notary Information

State of Missouri }
County of Camden } ss

I, Stuart Dabbs, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Signature Owner/Applicant:

Date:

Subscribed and sworn to before me on this 10th day of July, 20 24

Notary Public:

My Commission Expires:

Person Accepting this Application:

JILL MCDOWELL
Notary Public, Notary Seal
State of Missouri
Saint Louis County
Commission # 21734990
My Commission Expires 02-24-2025

****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX

**PLANNING DEPARTMENT
REPORT TO THE
PLANNING COMMISSION**

Date:	August 13, 2024	Case Number:	424
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Applicant: Topsider Condominiums, LLC.

Location: Osage Beach Parkway to Topsider Lane

Petition: PUD 1 Overlay amendment to allow 146 condominium units on 8.5 acres and a hotel, restaurant, and other approved uses on the remaining 4.28 acres.

Existing Use: Currently has condo buildings from the original approval occupied with more units under construction.

Zoning: C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.

Tract Size: 12.78 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	R-1b (Single Family)	Mcfield Subdivision
<u>South:</u>	C-1 (General Commercial)	Osage Beach Pkwy Corridor
<u>East:</u>	C-1 (General Commercial)	Osage Beach Pkwy Corridor
<u>West:</u>	LU (Lake Use)	Lake of the Ozarks

**The Osage Beach Comprehensive Plan
Designates this area as appropriate for:** Heavy Traffic Commercial

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
--------------------------------	----------------------	--------------------

N/A

Utilities

<u>Water:</u>	City	<u>Gas:</u>	Summit
<u>Electricity:</u>	Ameren UE	<u>Sewer:</u>	City

Access: Property derives access from Osage Beach Parkway.

Analysis:

- 1) The applicants are the owners of the 12.78 acres in question. The property is currently zoned C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.
- 2) The applicant is requesting an amendment to the current PUD to allow an additional seven (7) condominium units and retaining the restaurant and hotel facilities required by the original PUD. The applicant has purchased an additional 2.28 acres of commercial property that fronts Osage Beach Parkway and has been combined with the current request. The additional property will allow further flexibility in the development of the required hotel and restaurant facilities, and could perhaps allow for further commercial development once the required uses are established, complete, or under construction, and will allow additional access capacity. If amended, the PUD will continue to ensure the uses within the development are limited to the subject resort residential and commercial uses and will provide protection for the buyers of the condo units themselves. The PUD will also allow the permitted uses within the development to share the parking amenities for the overall development which provide the necessary number of spaces for each of the uses.
- 3) As you can see on the new site development plan, the C-1b (condo development) portion of the development is comprised of 8.5 acres while the C-1 (hotel, restaurant) area consists of the remaining 4.28 acres.
- 4) The existing entrance into the property will provide access to the development while the additional property added to the development could provide some additional access to the development.
- 5) The character of surrounding development is primarily commercial with the highway commercial corridor. Mcfield Subdivision is located to the North, the proposed use should provide them with a less intense use than what has taken place on the subject property in the past.
- 6) The development will be required to meet the zoning code requirements of the specific zones that each use falls in unless otherwise listed with the PUD permitted uses. All construction is required to meet the Building Codes that have been adopted at the time in which the Building Permit is issued for each specific building. The Osage Beach Design Guidelines will be followed in the design and construction of the developmental services (sewer, water, streets, etc.).

Department Comments and Recommendations:

The PUD is a zoning tool to offer flexibility within the rigid zoning districts by allowing mixed-use developments that adhere to the goals and objectives of the Comprehensive Plan. In this situation we have an amazing piece of commercially zoned property that was once the home of the Topsider Lakefront Entertainment venue. The Topsider provided the City, its people, and visitors a place to enjoy each other and the activities that make this lake a destination for people from all over our country for nearly 40 years. This piece of property is one of two like it in our community. It has lake frontage, Osage Beach Parkway frontage, and direct access to the Highway 54 Interchange. Obviously, those aspects are hard to come by making this piece very valuable to both the owners and the community.

When the original request was approved back in 2020, it was important to the City to maintain some commercial activity on the subject property so it would have continued income value for the community. At the time, the applicant submitted a plan that had both a restaurant and a hotel, in separate facilities, which required more property for the development and the necessary amenities of those uses. The applicant has now added the additional 2.28 acres of property which will allow for the increased density of the condo development to a total of 146 units and more than doubling the amount of property reserved for the hotel and sit down restaurant uses.

Keep in mind that once this request is approved, the only development that can take place within the PUD District are those that conform to the permitted uses and regulations of the PUD itself. This includes everything from facility construction to infrastructure development.

Keeping in mind the existing conditions of the subject property, a recommendation of Heavy Traffic Commercial for the property by the Comprehensive Plan, I believe the proposed amendment will be a benefit to the developer while still accomplishing the commercial use goals of the community; **the Planning Department recommends approval of this request subject to the following provisions:**

Required Uses:

The development as illustrated in the submitted site development plan:

- 1) 146 condominium units and accessory uses and structures
- 2) Minimum 60 room hotel facility and accessory uses
- 3) Minimum 150-seat "sit down restaurant facility" as defined below. This facility can be located within the required hotel facility or a stand-alone restaurant facility.

Sit-down Restaurant: also known as full-service restaurants or colloquially as "table service" establishments, are food service facilities based on traditional dining experience where patrons are seated at a table and provided service by dedicated waitstaff. In these establishments, meals are typically ordered from a menu or even through online ordering for those preferring to enjoy the same quality at home. These dishes are served course by course and consumed in a relaxed setting, providing a more intimate and leisurely dining experience.

Construction of the hotel and restaurant facilities must be in conformance with all use requirements, parking requirements, and all other Building and Zoning Codes.

Other Permitted Uses within the C-1 Property:

Retail sales and service facilities, restaurant, convenience, and entertainment facilities as listed in the E-1, E-2, and E-3 Overlay Zones in Section 405 in the Osage Beach Municipal Code.

Any other proposed use that deviates from the uses permitted in the above-listed regulatory document will require an amendment to the approved PUD.

The required uses, within the PUD District, must be permitted and under construction prior to any construction permits being issued for additional uses or facilities on remaining property within the PUD District.

Prohibited Uses:

- 1) Non sales tax producing uses
- 2) Non-profit institutions
- 3) Adult Entertainment or Book Store Establishments
- 4) Banks
- 5) Cellular or other towers which are not approved by the City (this restriction does not apply to tenants' communication devices)
- 6) Church
- 7) Medical Clinic, Urgent Care Clinic, Medical Offices and Dental Offices,
- 8) Hospital
- 9) Day Care Facility (This does not include a daycare facility located within the required Hotel Facility that is for the use of the hotels staff and guests only)

- 10) Grocery Stores
- 11) Home Improvement and Hardware Stores
- 12) Laundromat
- 13) Manufacturing or assembly use
- 14) Pawn shop
- 15) Title loan, check cashing or pay-day loan services
- 16) Storage Facilities
- 17) Auto, Boat, and Similar sales, rental, and service facilities
- 18) Auto Parts Supply Stores
- 19) Fitness Clubs/ Gyms
- 20) Tattoo and Piercing Shops
- 21) Car Wash Facilities

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway with possible secondary access off McField Road. If street upgrade is required to provide capacity for the development, the developer will be responsible for the design and installation of the required infrastructure. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject to review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 5, 2024
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 24-58 - An ordinance of the City of Osage Beach, Missouri, authorizing an extension to the design services agreement with Engineering Surveys & Services for the Hwy 42 Sidewalk project. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-58

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes - Plans need to be approved by MoDOT by Nov. 1st

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Unfortunately, this project has run into several problems. All related to the proposed 42 sidewalk crossing through Missouri State Park property (Peanick Park). While all of these issues have been resolved, it took way longer than anticipated and our engineering contract with ES&S needs to be extended.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-58 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 24-58

ORDINANCE NO. 24.58

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER #1 WITH ENGINEERING SURVEYS & SERVICES ENGINEERING FOR DESIGN AND CONSTRUCTION SERVICES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City change order #1 with Engineering Surveys & Services. under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.58 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.58.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

SUPPLEMENTAL AGREEMENT NO.1
TO
ENGINEERING SERVICES CONTRACT

This supplemental agreement is made part of an agreement dated April 10, 2023 between the City of Osage Beach, Missouri and Engineering Surveys & Services, for design and construction administration services for Transportation Alternative Project (TAP) 9901(529) City of Osage Beach Route 42 sidewalk improvement from Columbia Avenue to School of the Osage. The purpose of the Supplemental Agreement is to extend the previously approved PS&E due date and Construction Contract Award date due to unforeseen delays in obtaining NEPA clearance because of extended delays in obtaining 6(f) and 4(f) clearances. This Supplemental Agreement will make the final PS&E approval by MoDOT on or before November 1, 2024. This agreement shall not change the compensation amount. The total (Design and Construction inspection services) compensation maximum shall be as per the original agreement, \$70,862 for Design and \$79,727 for construction inspection services.

SUMMARY

Total Original Contract (Design and Construction inspection services) amount: \$150,589

Supplemental Agreement No. 1 accepted as defined herein:

Owner: City of Osage Beach

Engineer: Engineering Surveys & Services

BY: _____

BY: _____

TITLE: _____

TITLE: Branch Manager/Project Manager

DATE: _____

DATE: 8/14/2024

Executed by the City on the _____ day of _____, 20____

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 5, 2024
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 24-60 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Elks Lodge #2517 for ongoing maintenance and assistance related to the proposed Veteran's Memorial Project. *First Reading*

Requested Action:

First Reading of Bill #24-60

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes, this agreement needs to be in place before we move forward with construction of the Memorial.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is the agreement that we would like to put in place that will govern the responsibilities of both the City and the Elk's Lodge after the Memorial is constructed. Cole has spent a lot of time reviewing and modifying this agreement and I think we have finally resolved all the issues related to the ongoing maintenance and support needed for this to be a successful partnership in support of the proposed Veterans Memorial Project.

Both parties' obligations are listed in the attached agreement, which I will review with the board at the meeting.

I recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 24-60 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ELKS LODGE #2517 FOR ONGOING MAINTENANCE AND ASSISTANCE RELATED TO THE PROPOSED VETERAN’S MEMORIAL PROJECT.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to sign an agreement with Elks Lodge #2517 under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.60 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:	Nays:	Abstain:	Absent:
-------	-------	----------	---------

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.60.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH VETERANS MEMORIAL AGREEMENT

THIS VETERANS MEMORIAL AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Elks Lodge #2517 (“**Lodge**”), on the following terms.

I. TERMS

1. **Purpose.** City and Lodge are entering into this agreement to construct a veterans memorial. This agreement shall assign the responsibilities therefor.

- a. **“Memorial”** shall mean a veteran’s memorial to be constructed in the roundabout in front of City Hall located at 1000 City Parkway, Osage Beach, Mo. Said memorial will consist of 6 flags representing the 6 branches of the military, 2 statues depicting and/or representing the military and a headstone that will commemorate the memorial. There will be approximately 2000 individual bricks engraved with the name and military branch honoring those who served. Room for expansion will be provided if needed and necessary. It will also include two benches for seated viewing and the memorial will be ADA accessible.

2. **Lodge’s Obligations.**

- a. *Donations.* Lodge hereby agrees to donate the following components of the Memorial to the City:
 - i. Two statues depicting and/or representing the military through multiple decades (estimated value: \$20,000);
 - ii. A headstone that will commemorate the Memorial (estimated value: \$1,500);
 - iii. Six flag poles and six flags representing the six branches of the military (estimated value: \$5,200);
 - iv. Replacement flags on an as-needed basis in perpetuity;
 - v. One thousand blank pavers for the project (estimated value: \$1,400);
- b. *Brick Program.* Lodge will make a brick engraving program available to any member of the military no matter their affiliation with the Lodge. Lodge will donate all such bricks to the City to be installed in the Memorial.

- i. The program details have been made available to the City and any changes thereto shall be first approved by the City. The brick engraving program will allow the Elks Lodge to offset their cost for the bricks that will be donated to the City and offset the cost of replacement flags provided to the city on an as needed basis.
 - ii. The parties agree that the brick program is for the sole purpose of honoring veterans. Because the bricks will constitute government speech, *see Pleasant Grove City v. Summum*, 555 U.S. 460 (2009), the City shall have the authority to reject any bricks inconsistent with the parties' stated purpose of honoring veterans.
- c. *Professionalism.* Lodge will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Lodge understands that it may be perceived as a partner of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing its obligations under this Agreement and while on-site. Lodge shall ensure its personnel and any subcontractors comply with all City policies while on-site. Lodge and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- d. *Time.* If a specific time of performance of any obligation is provided, that time shall control. If a specific time of performance is not provided, Lodge's obligation to perform such obligation will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the obligation and a specific time was not included in such changes, the time for performance shall be adjusted equitably.
- e. *Licenses, Permits, Taxes.* Lodge must have or obtain a City merchant's license. Lodge shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the subject matter of this Agreement. Lodge shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Communication.* Lodge will provide timely replies to City's inquiries and requests for information. Lodge's point of contact for this Agreement is: _____
_____.

3. City's Obligations.

- a. *Construction.* City shall be responsible for the following aspects of the Memorial:
 - i. Engineering and construction not otherwise provided by the Lodge;
 - ii. Demolition, grading, and site preparation;
 - iii. General maintenance of the Memorial;
 - iv. All utility costs associated with the Memorial;
 - v. General security of the Memorial.
- b. *Criteria and Direction.* City will provide Lodge with all criteria and full information as to City's requirements under this Agreement, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Lodge and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar actions in furtherance of this Agreement as requested by Lodge.
- d. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the work performed under this Agreement. Such approvals are contingent upon Lodge meeting the requirements therefor.
- e. City will provide timely replies to Lodge's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

- 4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.

5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Lodge prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Lodge shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
8. **Laws, Ordinances, and Regulations.** Lodge shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Lodge, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Lodge shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Lodge, or the City.
9. **Certifications Regarding Debarment.** Lodge certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Lodge further certifies that it and its Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Lodge or any Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Lodge further certifies that any and all exceptions to these representations were disclosed with its bid, and City relied on these certifications as a material inducement into entering this Agreement. Lodge must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the operation of this Agreement.
10. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City's obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to make pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided by this Contract, if this Contract is not funded, then both parties are relieved of all of their obligations under this Contract.

11. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Lodge shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Lodge shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.
12. **Anti-Israel Discrimination.** Lodge certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.
13. **Indemnification by Lodge.** Lodge shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Lodge or its employees, agents, subcontractors, or assignees arising out of this Agreement.
14. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Lodge. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
15. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Lodge must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Lodge that material be treated as proprietary or confidential.
16. **Ownership of Work Product.** All documents and other work product created by Lodge under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Lodge. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

18. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:

City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Lodge:

Secretary
5161 Osage Beach Parkway
Osage Beach, MO 65065

City may also serve written notice to Lodge by personal delivery to any of its officers, or employees.

19. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
20. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
21. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter, including both state and federal causes of action, shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
24. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR

TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

25. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
26. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
28. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:
CITY OF OSAGE BEACH, MISSOURI

LODGE:
ELKS LODGE #2517

BY: Michael Harmison
ITS: Mayor

Date

BY:
ITS:

Date

Attest:

BY: Tara Berreth
ITS: City Clerk

Date

Lake of the Ozarks Elks Lodge #2517 Veterans Memorial

BUY A BRICK PROGRAM

We are raising money to help pay for the Osage Beach Veterans Memorial. The bricks will be placed around the statues at the Memorial. The Memorial will be located in the Front Circle at the Osage Beach City Hall. The theme of the Memorial is "HONOUR ALL THAT HAVE SERVED". The cost of each brick is \$100 and the money raised will be used to offset the cost of the Memorial. Each brick will be 4"x 8". A Service Logo may also be added on each Brick. **All engraving will be capital letters.**

Yes, we'd like to reserve a permanent brick. Please engrave our brick as follows:

Any Symbol Is Considered One Space (Period, Comma, Dash)
All Text Is Centered Unless Otherwise Noted

4x8 Brick

If you would like a Service Logo Circle the one desired.

			U	S	A	F				U	S	C	G						
U	S	N						U	S	A						U	S	M	C

Example

					F	R	E	D		C	A	T	C	O	T	T			
							U	S		N	A	V	Y						
						1	9	7	1	-	2	0	0	0					

Please return this form and your check payable to:

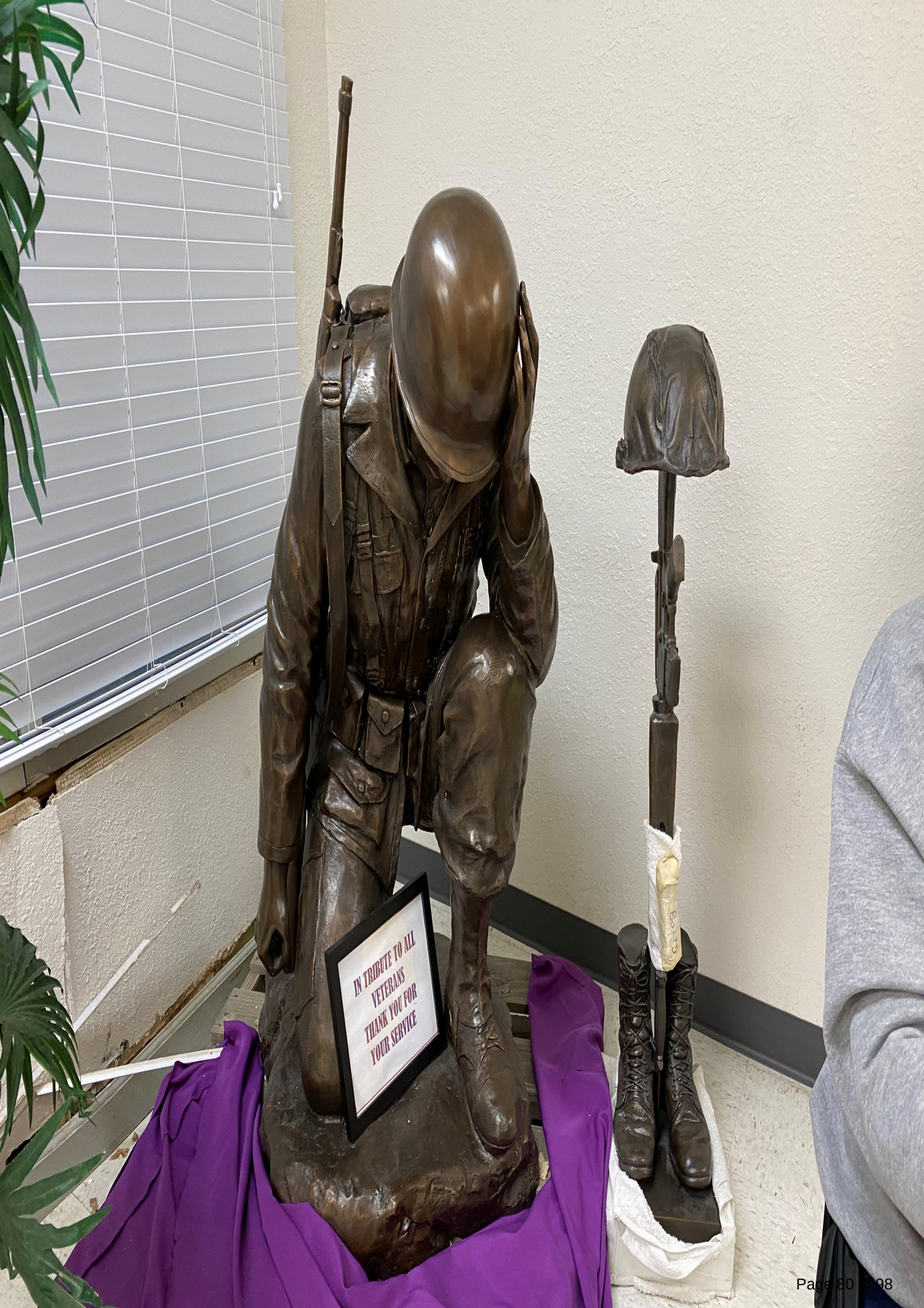
Elks Lodge #2517 Veterans Committee
5161 Osage Beach Parkway
Osage Beach MO 65065

Name:		Phone:	
Address:			
City:		State:	
Email Address:		Amount Paid:	

FORMS MUST BE RECEIVED WITH FULL PAYMENT FOR EACH BRICK

If you have any questions, please call Bill Morris 573-317-6808 or Fred Catcott 573-552-2901

You Can Also Order On Our On-Line Ordering Website: www.bricksrus.com/donorsite/nameoforganization



IN TRIBUTE TO ALL
VETERANS
THANK YOU FOR
YOUR SERVICE

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 5, 2024
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 24-61 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Don Schnieders Excavating Company Inc. for the Veteran's Memorial Project for an amount not to exceed \$157,750.00. *First Reading*

Requested Action:

First Reading of Bill #24-61

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-09-774256 Building Improvements

FY2024 Budgeted Amount: \$217,983

FY2024 Expenditures to Date (08/26/24): (\$22,991)

FY2024 Available: \$214,000

FY2024 Requested Amount: \$157,750

Department Comments and Recommendation:

This project is a carry over from 2023, and it has gone through several modifications. It was previously bid out in 2023, but was rejected due to budgetary constraints and then bid out again earlier this year, but did not pass for the same reasons.

The bids were opened on 08/09/2024. The City received three bids and the low bidder was Don Scchnieder's Excavating with a bid of \$157,750. The City has worked with this contractor multiple times with good results. Most recently they completed the parking lot overlay, sidewalk replacement, and new access road project here at City Hall in 2023.

The construction budget for this project is \$147,000. A donation of concrete in the amount of \$5,000 from Scott's Concrete and a monetary donation of \$5,000 from Cochran Engineering does provide some offset for the overage. 5k in engineering was originally budgeted for this project, but the project was redesigned after the last bid was rejected by the board. Once the City receives the final invoice for the redesign, a budget amendment will be brought before the board to account for the construction and engineering overages.

Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-61 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DON SCHNIEDER EXCAVATING CO, INC FOR THE VETERAN'S MEMORIAL PROJECT IN AN AMOUNT NOT EXCEED \$157,750.00.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Don Schnieder Excavating Co, Inc., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Fifty-Seven, Seven Hundred Fifty Thousand Dollars. (\$157,750.00)

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.61 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.61.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

Veterans Memorial

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **(90)** consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Veterans Memorial

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

**Bid Tabulation
Veterans Memorial
Osage Beach Project No. OB23-024
August 28, 2024**



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Item	Description	Unit	Quantity	Engineer's Estimate		Stockman Construction		Don Schnieders Excavating		Heartland Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	General Conditions/Mobilization	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 187,000.00	\$ 187,000.00
2	Monument Construction	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 153,000.00	\$ 153,000.00	\$ 134,750.00	\$ 134,750.00	\$ 10,000.00	\$ 10,000.00
3	Force Account	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 150,000.00		\$ 188,000.00		\$ 154,750.00		\$ 202,000.00

Veterans Memorial

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1 Dated 8/7/2023
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

BASE BID: Construction fully completed in 120 calendar days.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	General Conditions/Mobilization	LS	1	15,000.00	\$15,000.00
2	Monument Construction	LS	1	\$134,750.00	\$134,750.00
3	Force Account	LS	1	\$5,000.00	\$5,000.00
Total Base Bid					\$157,750.00

TOTAL BID IN WRITING: One Hundred Fifty-Seven Thousand, Seven Hundred-Fifty Dollars and Zero Cents

****BASE BID LIGHTING - Used VISTA Outdoor Lighting Alternate. If this lighting is not approved ADD \$10,780.00**

8/7/2024

Bid Form
(Addendum No. 1)

BF-1

BID ALTERNATE NO. 1:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Sod Grass Area	SY	66	\$45.00	\$2,970.00

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at Jefferson City, Missouri this 9th day of August, 20 .

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No.

Bid Form
(Addendum No. 1)

BF-2

Veterans Memorial

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....
IF A CORPORATION:

Don Schnieders Excavating Company, Inc.

Name of Corporation

By

President

Donald E. Rhea

Signature & Title

Donald E. Rhea

Typed or Printed Name

ATTEST:

Trent Bax

(CORPORATE SEAL)

Trent Bax

Typed or Printed Name

Business Address of Bidder: _____

1307 Fairgrounds Rd.

Jefferson City, Mo. 65109

Telephone No.

(573) 893-2251

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Missouri

Name and Address of its: President _____

Donald E. Rhea

1307 Fairgrounds Rd., Jefferson City, Mo. 65109

Secretary _____

Trent Bax

1307 Fairgrounds Rd., Jefferson City, Mo. 65109

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 5, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of mini skid steer attachments and trailer from Ditch Witch for a price not to exceed \$29,696.76.

Requested Action:

Motion to approve

Ordinance Referenced for Action:

Not Applicable

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-774255 Machinery & Equipment

FY2024 Budgeted Amount:	\$73,354
FY2024 Expenditures to Date (08/09/24):	(\$ 56,412)
FY2024 Available:	\$16,942

FY2024 Requested Amount:	\$9,898.42
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Budget Line Item/Title: 30-00-774255 Machinery & Equipment

FY2024 Budgeted Amount:	\$226,280
FY2024 Expenditures to Date (08/09/24):	(\$ 90,972)
FY2024 Available:	\$135,308

FY202X Requested Amount:	\$9,898.92
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Budget Line Item/Title: 35-00-774255 Machinery and Equipment

FY2024 Budgeted Amount: \$306,500

FY2024 Expenditures to Date (08/09/24): (\$174,290)

FY2024 Available: \$132,210

FY2024 Requested Amount: \$9,898.92

Department Comments and Recommendation:

The city is purchasing a 66" bucket, 52" bucket, pallet forks, auger, breaker, and trailer from Ditch Witch. These attachments will allow us to use the mini skid steer to its full potential, and increase our operational efficiency. The trailer is specifically designed with a carrying deck, capable of transporting the machine and multiple attachments. This is a budgeted item under Mini Skid Steer w Attachments within Machinery & Equipment. The items are within budget and will cost the city \$29,696.76. I do recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF OSAGE BEACH
SOURCEWELL MEMBER 111979
1000 CITY PARKWAY
OSAGE BEACH MO 65065-3058

Quotation

Information

Quotation No. 20212405
Document Date 06/04/2024
Customer No. 515222
Dealership DITCH WITCH WORX (SULLIVAN)
SULLIVAN
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 07/04/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	***** SOURCEWELL CONTRACT 110421-CMW *****			
1EA	020-1158 - 66" ADJ BUCKET ASM (1/2 CUBIC Y ARD)			2,325.56
1EA	190-2088 - TOOTH KIT (5' BUCKET)			257.28
1EA	300-5569 - SK552B 52" BUCKET (1/3 CU YD)			1,108.26
1EA	021-1067 - PALLET FORKS, 48" (PF482 PURCHA SED)			1,113.90
1EA	021-1065 - AUGER HEAD ASM (AD132 PURCHASED)			3,301.28
1EA	145-2852 - 12" AUGER BIT FINAL ASM			844.62
1EA	020-10002 - HB202			7,255.86
1EA	NON DW TRAILER - LANE LME 1410S TRAILER			12,900.00

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

CITY OF OSAGE BEACH
SOURCEWELL MEMBER 111979
1000 CITY PARKWAY
OSAGE BEACH MO 65065-3058

Quotation

Information

Quotation No. 20212405
Document Date 06/04/2024
Customer No. 515222
Dealership DITCH WITCH WORX (SULLIVAN)
SULLIVAN
PO _____
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Page 2 of 2

Quotation Details				
Qty	Material Description	Unit Price	Discount	Amount
		Corporate Account Price		29,106.76
		Total Freight		590.00
		Total Tax		1,666.37
		Total Amount		\$ 31,363.13

Confidentiality Notice:

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City of Osage Beach
Agenda Item Summary

Date of Meeting: September 5, 2024
Originator: Mikeal Bean, IT Manager
Presenter: Mikeal Bean, IT Manager

Agenda Item:

Motion to approve the renewal of our O365 licenses through Forward Slash Technologies for an amount not to exceed \$29,231.78.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-19 733610 Maintenance and Support Services

FY2024 Budgeted Amount:	\$382,500
FY2024 Expenditures to Date (08\26\24):	(\$140,372)
FY2024 Available:	\$242,128

FY2024 Requested Amount:	\$29,231.78
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Department Comments and Recommendation:

This is our yearly renewal for our Microsoft O365 licensing. We are required to purchase these licenses through Forward Slash Technologies because they are listed as our certified reseller through Microsoft.

Budgeted=\$35,000

Actual=\$29,231.78

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



Invoice

Forward Slash Technology

12825 Flushing Meadows Drive
Suite 100
Saint Louis Missouri 63131
314-403-1230

Date	Due Date	Invoice#
08/02/2024	09/01/2024	IN16943

Bill To
The City of Osage Beach 1000 City Parkway Osage Beach, MO 65065 UNITED STATES

P.O.Number	Terms	Rep
	Net 30 Days	MGH
		Sales Rep

Employee	Item Code	Description	Date	Qty	Price Each	Amount
	Microsoft Office 365 GCC G1	Office 365 G1 for GCC includes Microsoft Exchange email with a 50 GB mailbox per user, online versions of Outlook, Word, Excel, and PowerPoint, file storage and sharing with 1 TB OneDrive storage per user, and Microsoft Teams (Annual Term) (From: 08/01/2024 To: 07/07/2025)	08/01/2024	3.00	\$107.14	\$321.42
	Microsoft Office 365 GCC G1	Office 365 G1 for GCC includes Microsoft Exchange email with a 50 GB mailbox per user, online versions of Outlook, Word, Excel, and PowerPoint, file storage and sharing with 1 TB OneDrive storage per user, and Microsoft Teams (Annual Term) (From: 07/08/2024 To: 07/07/2025)	08/01/2024	37.00	\$114.68	\$4,243.16
	Microsoft Office 365 G3 GCC	Microsoft Office 365 GCC G3 provides all the functionality of its enterprise counterpart (Office 365 Enterprise E3) but is hosted in a separate, secured environment and adds compliance features like accreditations, personnel screening, and data residency that enable the service to meet the unique needs of US Government customers. State and local government customers that require compliance-level data protection and security can also take advantage of Office 365 GCC G3 (Annual Term) (From: 07/08/2024 To: 07/07/2025)	08/01/2024	90.00	\$274.08	\$24,667.20
Thank you for choosing Forward Slash Technology for your technology needs!			Total:		\$29,231.78	
			Tax Rate:		0.000 %	
			Total Tax:		\$0.00	
			Grand Total:		\$29,231.78	
			Balance Due:		\$29,231.78	

Memo:

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- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Incentive Guideline Revisions (*City Administrator*)
 - TBD.
- Personnel (*HR Generalist*)
 - Employee 360 Feedback Process
 - TBD.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Pending completion in coordination with the SS4A grant.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study complete; update to the Mayor and Board forthcoming in September 2024.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project planning dependent on final contract reconciliation, currently in progress.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.